

ATTACHMENT 1

Deposition Transcript Of
Plaintiff Tinny Suri

Held On November 16, 2021

(Redacted Pursuant to F.R.Civ.P. 5.2)

Tinny Suri

UNITED STATES DISTRICT COURT

IN THE EASTERN DISTRICT OF MICHIGAN

SOUTHERN DIVISION

* * * * *

TINNY SURI,

Plaintiff,

Case No.

v.

2:21-CV-10866

EQUIFAX INFORMATION SERVICES,

LLC; et al.,

Defendants.

* * * * *

VIDEOCONFERENCE DEPOSITION OF

TINNY SURI,

WITH THE WITNESS LOCATED IN

CLARKSTON, MICHIGAN

HELD ON TUESDAY, NOVEMBER 16, 2021

Reported by: DEBRA AMOS ISBELL, CCR,RDR,CRR

Job No: 202598

Tinny Suri

NOVEMBER 16, 2021

10:00 a.m. Eastern Time

Videoconference Deposition of
TINNY SURI, taken before
Debra Amos Isbell, a Registered
Professional Reporter, Registered
Diplomate Reporter, and Certified
Realtime Reporter.

1 Tinny Suri

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1 Tinny Suri

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16 COURT REPORTER: DEBRA AMOS ISBELL, CCR, CRR, CRC

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1 Tinny Suri

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1 Tinny Suri

2 TINNY SURI

3 was sworn and testified as follows:

4 THE WITNESS: Yes.

5 EXAMINATION

6 BY MR. GETTINGS:

7 Q. Good morning, Mr. Suri. We met briefly
8 before the deposition. My name is Dave Gettings.
9 I represent Wells Fargo Bank, and I am from the
10 law firm of Troutman Pepper. It's actually
11 Troutman Pepper Hamilton Sanders, but I don't
12 think you need to know all four of the names.

13 So we're here today taking your
14 deposition in a case that you brought against
15 Wells Fargo and multiple other defendants.

16 Do you understand that you're here for
17 your deposition today?

18 A. Yes.

19 Q. Have you ever been deposed before?

20 A. No.

21 Q. Do you understand that you are under
22 oath?

23 A. Yes.

24 MS. BOLOS: Hey, David, before you get
25 too far, I just want to make sure I say this at

1 Tinny Suri

2 the beginning. I just want to make sure to
3 preserve Mr. Suri's right to read and sign.

4 MR. GETTINGS: Okay. That's fine.

5 MS. BOLOS: Thank you.

6 BY MR. GETTINGS:

7 Q. What does being under oath mean to you?

8 A. To be truthful to my knowledge of
9 everything that is asked and my questions to be
10 forthcoming.

11 Q. Perfect. All right.

12 Because this is an audio or a video
13 deposition, just some ground rules. Many of
14 these would be the same if it was not a video
15 deposition.

16 But just please let me finish asking my
17 question before you respond. Maybe even give the
18 court reporter an extra second between my
19 question and your answer so that Debbie is able
20 to take it down.

21 And then if you could give audible
22 responses as opposed to head shakes or gestures,
23 that will also be helpful.

24 If you don't understand a question that
25 I ask, please feel free to ask me to correct or

1 Tinny Suri

2 clarify the question so that you understand.

3 Does that make sense?

4 A. Yes.

5 Q. Okay. And if you don't ask for
6 clarification, we will assume you understand the
7 question.

8 Is that fair?

9 A. Yes.

10 Q. All right. And then again, if you need
11 to take a break for any reason, please feel free
12 to ask to take a break. The only thing I will
13 say is if I have a question pending, we may ask
14 to finish that question and finish your answer
15 before we take a break.

16 Is that fair?

17 A. Sure, yes.

18 Q. Okay. Perfect.

19 Now, I don't need to know the details
20 right now, but are you taking any drugs or
21 medication that will affect your ability to
22 understand my questions?

23 A. No.

24 Q. And are you taking any drugs or
25 medication that could affect your ability to

1 Tinny Suri

2 answer my questions truthfully?

3 A. No.

4 Q. I guess that's sort of a paradox.

5 Because if you are, I'm not sure if I'd be able
6 to get your answer. So I've got to rephrase that
7 next time.

8 All right. Did you bring anything with
9 you to the deposition today?

10 A. No.

11 Q. All right. So let me get your full
12 name, please.

13 A. Tinny Asmat, A-S-M-A-T, Suri, S-U-R-I.

14 Q. Have you ever gone by any other names?

15 A. Tim Suri.

16 Q. Do most people call you Tim or do most
17 people call you Tinny?

18 A. Younger Tinny, now Tim. Professionally
19 Tim.

20 Q. What is your date of birth?

21 A. [REDACTED].

22 Q. And what is your current address?

23 A. [REDACTED],

24 [REDACTED].

25 Q. How long have you lived at that

1 Tinny Suri

2 address?

3 A. Going on six years.

4 Q. So if you could help me do the math.

5 Do you recall when you moved into the [REDACTED]

6 address?

7 A. 2015. So yeah, 2015, going on six,
8 seven years.

9 Q. Do you remember the month in 2015?

10 A. I don't. I believe that was sometime
11 in April -- March, April. I'm trying to recall,
12 but I'm not sure.

13 Q. Okay. Approximately March, April?

14 A. Sure.

15 Q. Where did you live prior to the [REDACTED]

16 [REDACTED] address?

17 A. I lived in [REDACTED].

18 Q. And was that at [REDACTED]?

19 A. Yes.

20 Q. And do you know the time period during
21 which you lived at the [REDACTED] address?

22 A. 10 years.

23 Q. So you lived at the [REDACTED]
24 address from approximately -- and it's an
25 approximation -- approximately spring 2005 to

1 Tinny Suri

2 spring 2015?

3 A. Correct.

4 Q. Are you married?

5 A. Yes.

6 Q. What is the name of your spouse?

7 A. Debra, D-E-B-R-A, Lee, L-E-E, Suri.

8 Q. And how long have you been married to
9 Debra?

10 A. 18 years.

11 Q. So the loaded question: You got
12 married to Debra in 2003?

13 A. Correct.

14 Q. Okay. She's not here right now in case
15 you got it wrong, so don't worry about it.

16 And have you been continuously married
17 to Debra since 2003?

18 A. Yes. Just to throw in there, we were
19 born on the same day and got married that day, so
20 it's hard to forget.

21 Q. You look like you're older than if you
22 were born in 2003.

23 A. Yeah. Well, she looks younger, but
24 she's older than I am by six years. So I'm
25 lucky, I guess.

1 Tinny Suri

2 Q. All right. Continuing with background,
3 how far did you go in school?

4 A. High school.

5 Q. Did you graduate from high school?

6 A. No.

7 Q. How far did you get in high school?

8 A. 11th grade.

9 Q. And did you attend up through 11th
10 grade all in one high school?

11 A. Four.

12 Q. Four separate high schools?

13 A. Yes.

14 Q. And where were those high schools
15 located?

16 A. Osborn High School, east side of
17 Detroit; Grosse Pointe North in Grosse Pointe,
18 Michigan; Torrance High School, Redondo Beach,
19 California; and then Novi, Michigan, Novi High
20 School.

21 Q. And did you ever start -- or did you
22 ever take any post-high school education or
23 classes or try to seek any post-high school
24 degrees?

25 A. I went to OCC for some elective

1 Tinny Suri

2 classes, but didn't complete any of them

3 actually, for a couple of semesters.

4 Q. And did you ever seek your GED or any
5 equivalent of a high school diploma?

6 A. I did not.

7 Q. All right. Are you presently employed?

8 A. Yes, I am.

9 Q. Who is your present employer?

10 A. The DGL Group.

11 Q. D as in --

12 A. D as in David.

13 Q. G as in golf, L as in Lima?

14 A. Correct.

15 Q. And what does the DGL Group do?

16 A. Consumer electronics. Brand names, I
17 mean, of products, electronics, mobile
18 accessories, home health goods manufacturer.

19 Q. Okay. It's an electronics
20 manufacturer?

21 A. Yes.

22 Q. And where is the DGL Group based?

23 A. Edison, New Jersey.

24 Q. What is your title at the DGL Group?

25 A. Director of sales.

1 Tinny Suri

2 Q. What do you do in the role of director
3 of sales?

4 A. I manage a team of salespeople in the
5 field in North America. I am involved in
6 contractual negotiations with the retailers and
7 help support the sales in that effort for the
8 company.

9 Q. Do you know an approximate amount of
10 how many direct reports you have as VP (sic) of
11 sales?

12 MS. BOLOS: Objection, form.

13 MR. GETTINGS: Okay. Let me ask a
14 different question.

15 Q. Do you have any direct reports as VP
16 (sic) of sales?

17 A. Yes.

18 Q. How many direct reports do you have?

19 A. 12.

20 Q. And would you say you have any indirect
21 reports as well?

22 A. Yes.

23 Q. How many indirect reports do you have?

24 A. Eight.

25 Q. So would you say you manage a team of

1 Tinny Suri

2 20 either directly or indirectly or is that not a
3 fair classification?

4 A. That is a fair classification.

5 Q. And how long have you been -- well,
6 first let me ask: How long have you been at the
7 DGL Group?

8 A. Since April of this year.

9 Q. April of 2021?

10 A. Correct.

11 Q. And have you been VP of sales the
12 entire time you've been at DGL Group?

13 A. Director of sales, yes.

14 Q. Oh, director of sales. Excuse me.

15 All right. So where were you employed
16 prior to April of 2021?

17 A. That would be The Fesco Group.

18 Q. F-E-S-C-O?

19 A. Perfect.

20 Q. What was your role at The Fesco Group?

21 A. Vice president of sales.

22 Q. I was just ahead of my time.

23 All right. How long were you at The
24 Fesco Group?

25 A. Three years.

1 Tinny Suri

2 Q. So were you at The Fesco Group
3 approximately April of 2018 to April of 2021?

4 A. Yes.

5 Q. Did you start at The Fesco Group
6 actually in April of 2018 or is that an
7 approximation?

8 A. It's an approximation.

9 Q. Do you recall exactly when you started
10 at The Fesco Group?

11 A. I think it was close -- end of March,
12 beginning of April.

13 Q. And were you the VP of sales the entire
14 time you were at The Fesco Group?

15 A. Yes.

16 Q. Any idea how many individuals you
17 managed as VP of sales at The Fesco Group?

18 A. 14.

19 Q. And did that number remain relatively
20 consistent throughout your entire three years
21 there?

22 A. Yes.

23 Q. All right. So we're going to keep
24 going back to 2015 just so we can get a full
25 picture from my perspective.

1 Tinny Suri

2 So where were you employed prior to the
3 time you joined The Fesco Group?

4 A. I was employed with Cambridge Sound
5 Management, Cambridge Sound.

6 Q. I'm sorry. I forgot to ask. What does
7 the Fesco Group do?

8 A. Same thing as DGL, electronics
9 manufacturer.

10 Q. Are they also based -- well, where is
11 The Fesco Group based?

12 A. New York City.

13 Q. All right. And then what was the time
14 period you were employed at Cambridge?

15 A. That was 2016 to 2018, I believe.
16 About a year and a half.

17 Q. All right. And what does Cambridge do?

18 A. They're an electronics company in
19 sound, speakers. If you've ever heard of
20 Cambridge speakers, they're very famous. But
21 electronics for consumers.

22 Q. Manufacturing?

23 A. Correct.

24 Q. And what was your position at
25 Cambridge?

1 Tinny Suri

2 A. Director of sales.

3 Q. Do you know how many either indirect or
4 direct reports you had at Cambridge?

5 A. Eight.

6 Q. All right. And then probably last,
7 where were you employed prior to the Cambridge --
8 was it The Cambridge Group? I'm sorry.

9 A. Yeah. Cambridge Sound Management, Inc.

10 Q. Where were you employed prior to
11 Cambridge Sound Management, Inc.?

12 A. I was with the Incipio Group for a very
13 short time.

14 Q. Any recollection of how long you were
15 at the Incipio Group for?

16 A. Seven months.

17 Q. So do you recall approximately when you
18 started at the Incipio Group?

19 A. It was in mid 2016, like July, I
20 believe, or May -- I'm sorry -- it could be
21 April, April of 2016 and seven months out, so
22 until close to November.

23 Q. And what was your role at the Incipio
24 Group?

25 A. Director of sales.

1 Tinny Suri

2 Q. What does the Incipio Group do?

3 A. Same exact thing, mobile accessories,
4 electronics manufacturer.

5 Q. All right. And I lied.

6 What did you do -- where were you
7 employed prior to the Incipio Group, just to go
8 back to 2015?

9 A. That would be PCT Brands.

10 Q. What does PCT Brands do?

11 A. Electronics manufacturer.

12 Q. And what was your role at PCT Brands?

13 A. Executive vice president.

14 Q. What was your role as the executive
15 vice president? What did you do day to day?

16 A. Day to day I managed the vice president
17 sales team, the VP of sales, the design team,
18 manufacturing. I'd go to China every three
19 months to negotiate contracts with Chinese
20 companies and manage overall sales and objectives
21 for the company.

22 Q. Okay. And how long were you at PCT
23 Brands?

24 A. A little over four years, four and a
25 half years.

1 Tinny Suri

2 Q. So is that from sometime in 2012 to
3 sometime in 2016?

4 A. That is correct.

5 Q. All right. Besides the lawsuit that we
6 are presently involved in, have you ever been
7 involved in another lawsuit before?

8 A. Lawsuit, yes, I have.

9 Q. As a plaintiff or as a defendant?

10 A. As a defendant.

11 Q. When was that lawsuit?

12 A. It was in 2017.

13 Q. Can you tell me the general subject
14 matter of that lawsuit?

15 A. Noncompete agreement.

16 Q. Who was the plaintiff in that lawsuit?

17 A. PCT Brands.

18 Q. So did PCT sue you for -- at least PCT
19 was claiming that you violated a noncompete?

20 A. They claimed, yes.

21 Q. And I don't need to know any
22 confidential details right now.

23 Did the lawsuit go to trial or did it
24 settle?

25 A. It settled.

1 Tinny Suri

2 Q. But you did not have to testify in a
3 deposition in that lawsuit?

4 A. No.

5 Q. So besides the present lawsuit we're
6 involved in and the PTC brands lawsuit, have you
7 ever been involved in another lawsuit?

8 MS. BOLOS: Objection, form.

9 A. No.

10 Q. Were any of your lawyers in this case
11 also your lawyers in the PCT Brands case?

12 A. No.

13 Q. Have you ever filed for bankruptcy?

14 A. No.

15 Q. All right. This question is not asking
16 about conversations between you and your lawyer.

17 Do you understand so far?

18 A. Yes.

19 Q. Okay. So without finding out the
20 substance of conversations, my first question is:
21 Did you talk to anyone in preparation for this
22 deposition?

23 A. Yes.

24 Q. Okay. Now, I still don't want to know
25 the substance yet, and we may never ask the

1 Tinny Suri

2 substance.

3 Who did you talk to in preparation for
4 this deposition?

5 A. My legal counsel.

6 Q. And who was that specifically?

7 A. Sylvia, who's on the call now.

8 Q. Was anyone else present during those
9 conversations?

10 A. No.

11 Q. And how many conversations did you have
12 with Sylvia in preparation for this deposition?

13 A. One.

14 Q. Do you recall when that was?

15 A. Yesterday.

16 Q. Do you recall how long it lasted?

17 A. Approximately three hours.

18 Q. Did you review any documents in
19 connection with that preparation session?

20 A. Yes.

21 Q. Do you recall how many documents you
22 reviewed?

23 A. I don't recall. Quite a few.

24 Q. So besides your conversation with
25 Sylvia, have you talked to anyone else in

1 Tinny Suri

2 preparation for this deposition?

3 A. Yes.

4 Q. Who?

5 A. Ian.

6 Q. Ian Lyngklip?

7 A. Yes.

8 Q. And when did you talk to Ian in

9 preparation for this deposition?

10 A. Yesterday.

11 Q. Was that in a separate call from the

12 Sylvia call?

13 A. Yes.

14 Q. How long did you speak to Ian Lyngklip

15 in preparation for this deposition?

16 A. 15 minutes.

17 Q. Besides your conversation with Sylvia

18 and your conversation with Ian, did you talk to

19 anyone else in preparation for this deposition?

20 A. No.

21 Q. In preparation for the deposition, do

22 you know if you reviewed any documents that have

23 not been produced to the defendants in this case?

24 A. No.

25 Q. You didn't review any or you don't know

1 Tinny Suri

2 if you reviewed any?

3 MS. BOLOS: Objection, form.

4 Q. You can answer.

5 A. To my recollection, everything that we
6 reviewed, I believe, that was submitted to the
7 team.

8 Q. When did you first believe that Wells
9 Fargo had wronged you?

10 MS. BOLOS: Objection, form.

11 A. So I received -- since it's been over a
12 year, I can't give you exact dates. But earlier
13 this year I received a rejection letter from a
14 bank rejecting my Menards card with a very low
15 limit. And then at that point, after receiving
16 that objection letter, I was a bit shocked. And
17 I called. And then -- well, the letter I
18 received said due to your credit, that you were
19 rejected.

20 So at that point red flags went up.

21 Q. And what did you do when red flags came
22 up? What was your next step?

23 A. My next step was I went online and
24 pulled my credit report for the first time. And
25 then I noticed in my TransUnion credit report

1 Tinny Suri

2 that, outside of my perfect credit, I noticed
3 there was a discrepancy under the Wells Fargo.
4 So when I saw the WF&A next to it, I read the
5 charge-off, collection charge-off, for \$7,800 or
6 the remaining balance of that and I also noticed
7 that there was no payment history after a certain
8 period, I realized it was a mistake.

9 Q. And then what were your next steps?

10 A. My next step was to pull my Wells Fargo
11 agreement that I had from Leaf -- what is it
12 called -- LeafGuard and then looked at the
13 agreement. And then also I ended up -- so I
14 could get my contract number for that account, I
15 contacted Wells Fargo's 800 number.

16 Q. Do you recall approximately when your
17 first contact with Wells Fargo was regarding this
18 credit reporting issue you just described?

19 A. It's been a while, so I'm going to --
20 unless you can show me -- I mean give me some
21 idea on the date so I can at least refresh my
22 memory. But I am assuming sometime in June.

23 Q. June of what year?

24 A. Last year, 2020.

25 Q. All right. Have you ever been arrested

1 Tinny Suri

2 for a crime?

3 A. Arrested for a crime? No.

4 Q. Have you ever been charged with a
5 crime?

6 A. No.

7 Q. Have you ever been convicted of a
8 crime?

9 A. No.

10 Q. All right. So we're going to talk a
11 little bit about the Wells Fargo account that's
12 at issue in the lawsuit.

13 Did you open a Home Projects Visa
14 credit card account with Wells Fargo?

15 A. Yes.

16 Q. Is that the only account you've ever
17 had with Wells Fargo?

18 A. I don't recall.

19 Q. Is it the only account you've had with
20 Wells Fargo since 2015?

21 A. Again, I'm not sure, but I believe so.
22 But I may have had another account. I'm not
23 sure.

24 Q. Okay. Why did you open the Home
25 Projects Visa credit card account with Wells

1 Tinny Suri

2 Fargo?

3 A. That was through the LeafGuard system,
4 the company that sold us our gutter system. So
5 the application went through Wells Fargo as the
6 third-party provider or the back-end provider for
7 that loan.

8 Q. And was your wife, Debra Suri, a
9 coapplicant on the Wells Fargo account?

10 A. Yes.

11 Q. So we're going to look at our first
12 exhibit. I'm going to share my screen with you.
13 Hopefully it works smoothly.

14 Actually, before I do that, I'll drop
15 the exhibit in the chat, too, for Debbie's
16 benefit.

17 Mr. Suri, can you see my screen? Does
18 it say Exhibit 1 for you?

19 A. Yes.

20 (EXHIBIT 1, LEAFFILTER AGREEMENT,
21 6/11/2015 - WF_SURI 000398-399,
22 WAS IDENTIFIED.)

23 Q. Is it big enough, at least right now,
24 for you to read?

25 A. Yes.

1 Tinny Suri

2 Q. All right. So I'm going to scroll down
3 to the actual document. Exhibit 1 is just the
4 cover page. And what I'm showing you is a
5 two-page document Bates numbered WF_Suri 398 and
6 399, although it looks like only 398 really has
7 words on it.

8 A. Uh-huh (positive response).

9 Q. Have you ever seen this document
10 before?

11 A. Yes.

12 Q. All right. What is this document? And
13 just for the record, the top of the letterhead
14 says LeafFilter Gutter Protection.

15 A. Uh-huh (positive response).

16 Q. What is this document?

17 A. It looks like that's an application for
18 the loan.

19 Q. All right. Is this a document or an
20 agreement that -- well, let me back up.

21 Do you recognize the signature at the
22 bottom of this document?

23 A. Yes.

24 Q. Is that your wife's signature?

25 A. That is correct.

1 Tinny Suri

2 Q. And it looks like she signed this
3 agreement on June 11th, 2015. Is that right, to
4 the best of your recollection?

5 A. Yes.

6 Q. All right. So did you and your wife
7 purchase gutters for the [REDACTED]
8 address in June of 2015?

9 A. Yes.

10 Q. And was that for a house that you both
11 lived in at the time?

12 A. Yes.

13 Q. Do you have any recollection of why
14 your wife was the only one to sign this agreement
15 as opposed to you signing it as well?

16 A. Yes.

17 Q. Why was that?

18 A. I was out of town traveling for
19 business, and she called me, and I authorized her
20 to go ahead with the application. Or we
21 discussed it and we agreed to the application. I
22 didn't authorize her, but I gave her approval on
23 my side as well to go ahead with this project.

24 Q. And was the cost of the gutters \$7,168?

25 A. Yes.

1 Tinny Suri

2 Q. Did you and Ms. Suri pay any amount of
3 that out of pocket or did you finance the entire
4 amount?

5 A. I financed the entire amount.

6 Q. I'm now going to show you a document
7 that we are going to mark as Exhibit 2.

8 (EXHIBIT 2, HOME PROJECTS VISA CREDIT
9 CARD ACCOUNT APPLICATION, 6/11/2015 -
10 SURI 000899, WAS IDENTIFIED.)

11 Q. Mr. Suri, can you see my screen where
12 it says Exhibit 2?

13 A. Yes.

14 Q. All right. So I'm showing you a
15 document we've marked as Exhibit 2. It is
16 entitled Home Projects Visa Credit Card Account
17 Application, and it is Bates numbered
18 Suri 000899.

19 Have you seen this document before?

20 A. Yes.

21 Q. And what is this document?

22 A. This is the actual application for the
23 credit card or for the loan.

24 Q. For the Wells Fargo account?

25 A. Correct.

1 Tinny Suri

2 Q. All right. If you look at the bottom,
3 is that Ms. Suri's signature on there?

4 A. Yes.

5 Q. That's a terrible question.

6 The line on the left where it says
7 Signature of Applicant, is that your wife,
8 Ms. Suri's, signature?

9 A. Yes.

10 Q. And then the bottom right where it says
11 Signature of Coapplicant, is that your signature?

12 A. Yes. Well, yes, signed by my wife.

13 Q. Okay. So why don't you break that down
14 for me. What do you mean by that?

15 A. So I was out of town, as I mentioned,
16 and I told her to go ahead and sign my name as
17 the coapplicant for this loan.

18 Q. So you gave your wife the authority to
19 sign your name as signature of coapplicant; is
20 that correct?

21 A. Correct.

22 Q. And was your intention in giving that
23 authority that you would be bound as a
24 coapplicant on this application?

25 A. That is my understanding.

1 Tinny Suri

2 Q. And you don't claim that your wife
3 signed your name without your authority; is that
4 right?

5 MS. BOLOS: Objection, form.

6 A. Yes.

7 Q. Do you claim that your wife signed as
8 coapplicant without your authority?

9 A. No. She had my authority.

10 Q. What was your purpose in applying for
11 the Home Projects Visa credit card account?

12 A. The purpose was to put a LeafGuard over
13 my gutters and protect them from the 50 acres of
14 trees I have behind my home from clogging.

15 Q. Do you own those 50 acres or are they
16 someone else's trees?

17 A. Just common area, but I back up to 50
18 acres.

19 Q. All right. Did you see this Home
20 Projects Visa credit card account application
21 before your wife signed her name and your name?

22 A. I did not.

23 Q. Did you ask your wife to review it
24 before she signed your name and her name?

25 A. I don't believe I asked her to, but I

1 Tinny Suri

2 assumed she read it, at least the front page of
3 it. I'm not sure. I can't answer that.

4 Q. Understood.

5 All right. If you go to the middle of
6 the page, do you see the bold paragraph that
7 begins with the letters "Acknowledgement"?

8 A. Yes.

9 Q. Do you see where it says:

10 "You acknowledge receipt
11 of a copy of the credit
12 card agreement, including
13 the important terms of
14 your credit card account."

15 Do you see that?

16 A. Yes.

17 Q. And so you agreed to that when your
18 wife signed your name with your authority;
19 correct?

20 A. Yes.

21 Q. All right. And so by signing the
22 agreement or the application, you agreed that you
23 received the credit card agreement, including the
24 important terms of your credit card account;
25 correct?

1 Tinny Suri

2 A. Yes.

3 Q. Now I'm going to show you a document
4 that we're going to mark as Exhibit 3. I've
5 dragged it over to the chat.

6 (EXHIBIT 3, IMPORTANT TERMS OF YOUR
7 CREDIT CARD ACCOUNT -
8 SURI 000900-0906, WAS IDENTIFIED.)

9 Q. All right. This document marked as
10 Exhibit 3 is Bates numbers Suri 000900 through
11 Suri 000906.

12 Do you see that?

13 A. Yes.

14 Q. Okay. Now, because it's Bates numbered
15 Suri with a Suri designation, you produced this
16 document to us in this lawsuit; is that correct?

17 A. I believe so.

18 Q. And did you also label it "Wells Fargo
19 contract" when you produced it?

20 MS. BOLOS: Objection, form.

21 Q. Well, let me ask a different question.

22 Do you know if you or your attorneys
23 labeled it "Wells Fargo contract" when you
24 produced it?

25 A. I don't recall. It's been a while. So

1 Tinny Suri

2 I would assume yes. Unless you can show me how
3 it was presented, I could probably answer much
4 better.

5 Q. I think you did. I was just trying to
6 confirm it.

7 A. Okay.

8 Q. We can address that some other time.

9 A. Okay.

10 Q. Where did you -- let me ask a different
11 question.

12 Did you locate this contract in your
13 files in your house or in a desk drawer? Where
14 did you find it prior to giving it to your
15 attorneys to produce?

16 A. It was in my files. It was provided to
17 me, I think, from Wells Fargo or whoever provided
18 the initial agreement.

19 Q. So do you have a file cabinet with a
20 folder that's labeled Wells Fargo and a bunch of
21 documents in there?

22 A. A pretty thick one, yes, I do.

23 Q. And have you produced all the documents
24 in that file to us in this litigation?

25 MS. BOLOS: Objection, form.

1 Tinny Suri

2 THE WITNESS: Do I answer that?

3 MR. GETTINGS: You can answer.

4 A. Yes.

5 Q. Do you know if there are any documents
6 in that file that you have withheld from
7 production?

8 A. Not to my recollection, no.

9 Q. So do you recognize this document as
10 the contract related to the Wells Fargo account
11 at issue in this lawsuit?

12 A. I believe so, yes.

13 Q. And by signing or at least giving your
14 wife the authority to sign the credit card
15 application, you agreed to the terms of this
16 credit card agreement; isn't that correct?

17 A. Yes.

18 Q. All right. So I'm going to direct your
19 attention to the part of the contract on page
20 Suri 000901 that's entitled Parties to This
21 Agreement on the left side.

22 Do you see that?

23 A. I do.

24 Q. And it says:

25 "This agreement is made

1 Tinny Suri
2 between Wells Fargo
3 Financial Bank 4455 Spring
4 Mountain Road, Las Vegas,
5 Nevada, 89102" -- which it
6 defines as "(we, us, and
7 our) and each account
8 holder, whether primary or
9 joint" -- which it defines
10 as "(you and your)."

11 Correct?

12 A. Yes.

13 Q. So you were an account holder on the
14 Wells Fargo account; correct?

15 A. Yes.

16 Q. And your wife, Debra, was also an
17 account holder on the Wells Fargo account;
18 correct?

19 A. Yes.

20 Q. So in this agreement, in this contract,
21 "you" refers to both you as in Tinny Suri and you
22 as in Debra Suri; correct?

23 A. Yes.

24 Q. I'm now going to direct your attention
25 to the portion of the contract that's entitled

1 Tinny Suri

2 Default on the relative bottom right of page

3 Suri 000902.

4 Do you see that section?

5 A. I do.

6 Q. All right. Had you looked at this

7 Default section prior to the time you filed your

8 lawsuit?

9 A. I don't recall, but I believe I read
10 part of this, yes.

11 Q. Okay. And the default section says:

12 "Your account will be
13 in default if any of the
14 following occur:"

15 And then it lists a series of
16 occurrences; correct?

17 A. Yes.

18 Q. All right. And one of the occurrences
19 is you file for bankruptcy; correct?

20 A. Yes.

21 Q. And we just discussed earlier that
22 "you" refers to either you as in Tinny Suri or
23 you as in Debra Suri; correct?

24 A. Yes.

25 Q. So you agreed at the time you opened

1 Tinny Suri

2 the account that the account will be in default
3 if Debra Suri filed for bankruptcy; correct?

4 MS. BOLOS: Objection, form.

5 Q. You can answer.

6 A. I believe so. I'm not sure. I mean
7 the way it's spelled out, I guess there are some
8 ways to interpret that differently. But I would
9 assume.

10 Q. Well, how would you interpret it
11 differently?

12 A. Well, I mean I would say that she --
13 I mean she filed bankruptcy. But there were, I
14 think, other documents that supported -- there
15 was a reaffirmation on this, and that wasn't part
16 of the bankruptcy for her.

17 But that's a different conversation.

18 Q. Okay. And this provision doesn't say
19 anything about reaffirmation; right?

20 MS. BOLOS: Objection, form.

21 A. Correct.

22 Q. All right. I'm now going to show you a
23 document we're going to mark as Exhibit 4.

24 (EXHIBIT 4, VOLUNTARY PETITION FOR
25 INDIVIDUALS FILING FOR BANKRUPTCY,

1 Tinny Suri

2 3/27/2018, WAS IDENTIFIED.)

3 Q. I promise this is a lot cooler in
4 person. I would slide documents to you and I
5 would have a cool binder.

6 A. You're good.

7 Q. So one day.

8 You'd have free snacks. There would be
9 all sorts of stuff.

10 A. Trust me, I do this every day since I
11 don't travel because of COVID. So we're good.

12 Q. So now I'm showing you a document that
13 we've labeled Exhibit 4. It is a 54-page
14 document with a cover letter -- excuse me -- with
15 a cover page. And the first substantive page is
16 labeled Voluntary Petition for Individuals Filing
17 for Bankruptcy.

18 If I scroll out like that so you can
19 see the whole page, are you still able to read
20 that or is it too small?

21 A. It's a little small.

22 Q. Okay. I'll zoom in more.

23 All right. Have you ever seen this
24 document entitled Voluntary Petition for
25 Individuals Filing for Bankruptcy with the name

1 Tinny Suri

2 Debra Lee Suri as the individual identified on
3 the petition?

4 A. I don't recall. I mean it's been a
5 while. This could be from our bankruptcy
6 attorney, but I don't remember. But it could be,
7 correct.

8 Q. Okay. Your wife, Debra, filed for
9 bankruptcy; is that right?

10 A. That is correct.

11 Q. All right. And she filed for
12 bankruptcy in April of 2018?

13 A. That is correct.

14 Q. Did you know your wife was going to
15 file for bankruptcy before she did so?

16 A. Yes.

17 Q. And did you agree with her decision to
18 file for bankruptcy?

19 A. Based on our discussion with our
20 attorneys and their direction, yes.

21 Q. Was it a joint decision that you made
22 together for her to file for bankruptcy?

23 MS. BOLOS: Objection, form.

24 A. Yes.

25 Q. Was there a -- well, let me ask a

1 Tinny Suri

2 different question.

3 Do you recall what led your wife to
4 file for bankruptcy?

5 A. Yes. Financial issues, the lawsuit
6 that I was in for noncompete, and employment.

7 Q. So let's break those down. With
8 respect to the lawsuit, how did the lawsuit
9 necessitate or at least contribute to the
10 bankruptcy filing?

11 MS. BOLOS: Objection. If he answers
12 that question, he could be breaching a
13 confidentiality clause, David.

14 MR. GETTINGS: Okay. Well, let me ask
15 a different question.

16 Q. Was the lawsuit creating a financial
17 drain on you that contributed to the decision to
18 file for bankruptcy?

19 A. Yes.

20 MR. GETTINGS: And Sylvia, if I ask any
21 more detailed questions on that, will you object
22 on the basis of confidentiality.

23 MS. BOLOS: Ask the question and I'll
24 let you know.

25 MR. GETTINGS: Sure. Okay.

1 Tinny Suri

2 Q. Were you having to pay legal fees in
3 connection with the lawsuit that contributed to
4 the filing for bankruptcy?

5 MS. BOLOS: Objection. That would
6 likely breach the confidentiality clause.

7 MR. GETTINGS: So are you instructing
8 him not to answer?

9 MS. BOLOS: I am instructing him not to
10 answer for his own protection.

11 Q. And Mr. Suri, are you taking your
12 counsel's advice?

13 A. Yes.

14 Q. Okay. So we may go through the same
15 rubric again.

16 Did you have to pay damages in
17 connection with your lawsuit that contributed to
18 you -- or to your wife filing for bankruptcy?

19 MS. BOLOS: Objection. That's going to
20 likely cause him to breach the confidentiality
21 clause.

22 Mr. Suri, please don't answer the
23 question.

24 Q. Mr. Suri, are you taking your counsel's
25 advice?

1 Tinny Suri

2 A. Yes.

3 Q. Now, the second aspect that you said
4 that contributed to the bankruptcy was employment
5 related, I think you said.

6 What did you mean by that?

7 A. I had to -- I had to leave my
8 employment based upon the breach of contract
9 lawsuit.

10 Q. So for a period of time were you
11 unemployed?

12 A. Very short, but yes.

13 Q. For how long a period were you
14 unemployed?

15 That was a terrible question.

16 So what employer did you leave?

17 A. I left Incipio.

18 Q. And to which employer did you go?

19 A. Cambridge Sound Management.

20 Q. And this was in 2018; is that right?

21 A. I believe so. '17, '18.

22 Q. Was Cambridge Sound Management a
23 defendant in that noncompete-related lawsuit we
24 talked about earlier?

25 A. No.

1 Tinny Suri

2 Q. Do you recall where that lawsuit was
3 filed? In what court system?

4 A. That would be Oakland County, Michigan.

5 Q. You said Oakland County, Michigan?

6 A. Correct.

7 Q. Was Incipio alleging in that lawsuit
8 that you were working with Cambridge when you
9 shouldn't have been?

10 A. Let me step back.

11 PCT filed the lawsuit for me working at
12 Incipio.

13 Q. Oh, okay. So PCT filed the lawsuit
14 claiming that you were working with Incipio when
15 you shouldn't have been; is that right?

16 A. That is correct.

17 Q. Were you working with Incipio when you
18 were also employed by PCT?

19 A. No.

20 Q. All right. Do you recall why you and
21 your wife elected that she file for bankruptcy as
22 opposed to you filing for bankruptcy given that
23 some of the contributing factors related to your
24 lawsuit or your employment?

25 MS. BOLOS: Objection. That's

1 Tinny Suri

2 potentially covered by attorney/client privilege.

3 She had counsel for bankruptcy.

4 MR. GETTINGS: Okay. Well, I'll ask a
5 different question -- well, no, I'll ask the same
6 question.

7 Q. Is the answer to that question based on
8 conversations with your counsel?

9 Would you like Debbie to read it back
10 again?

11 MS. BOLOS: Yeah, why don't we read it
12 back again, David. I already asserted
13 attorney/client privilege, and so I'm going to
14 instruct Mr. Suri not to answer it. But if you
15 want to keep the same question, I'm still going
16 to instruct him not to answer it.

17 MR. GETTINGS: Debbie, would you mind
18 just reading back my question?

19 (REQUESTED PORTION OF RECORD READ.)

20 MS. BOLOS: Objection. Attorney/client
21 privilege.

22 Mr. Suri, please don't answer that
23 question.

24 Q. Are you taking your counsel's advice?

25 A. Yes.

1 Tinny Suri

2 Q. What lawyer, Mr. Suri, did you retain
3 in connection with your wife's bankruptcy?

4 A. I don't recall her name or the firm,
5 but I believe everything was submitted during
6 your discovery, I think.

7 Q. Let me scroll down. It's probably on
8 here somewhere.

9 Was it Kimberly Bedigian?

10 A. That is the law firm, yes.

11 Q. And the law firm is Stevenson &
12 Bullock, PLC?

13 A. Yes.

14 Q. Was Stevenson & Bullock, PLC,
15 representing you in connection with your wife's
16 bankruptcy?

17 A. No.

18 Q. So what conversations did you have with
19 Stevenson & Bullock regarding whether to file for
20 bankruptcy?

21 MS. BOLOS: Objection. Attorney/client
22 privilege to the extent Mr. Suri had any of those
23 conversations. I think you should rephrase that
24 question, David.

25 MR. GETTINGS: Why should I rephrase

1 Tinny Suri

2 it? He said they weren't representing him.

3 MS. BOLOS: They're spouses. It
4 doesn't mean that he wasn't present for those
5 conversations.

6 MR. GETTINGS: Okay. So are you
7 asserting attorney/client privilege with respect
8 to Debra and then spousal privilege with respect
9 to Mr. Suri and Mrs. Suri?

10 MS. BOLOS: I'm asserting attorney/
11 client privilege to the extent Mr. Suri was
12 present for any conversations with that law firm.

13 MR. GETTINGS: Okay.

14 Q. So were you present -- well, let me ask
15 you this: Did you ever have any conversations
16 with someone from Stevenson & Bullock outside of
17 the presence of your wife?

18 A. No.

19 Q. So who was present for conversations
20 between -- well, who was present for any
21 conversations you ever had with Stevenson &
22 Bullock?

23 A. That would be Kimberly and that would
24 be my wife and myself.

25 Q. All right. So do you recognize

1 Tinny Suri

2 Exhibit 4 as your wife's Voluntary Petition for
3 Bankruptcy?

4 A. I don't know if I recognize it, but I
5 believe that is part of the document.

6 Q. Okay. And do you recall if you've ever
7 seen your wife's Voluntary Petition for
8 Bankruptcy before?

9 A. I'm sorry. Can you repeat that?

10 Q. Yeah. Do you recall if you've ever
11 seen your wife's Voluntary Petition for
12 Bankruptcy before?

13 A. Have I seen this file before that my
14 wife --

15 Q. Yeah. This document; correct.

16 A. I have not. That was between the
17 lawyer and my wife.

18 Q. Do you know if your wife filed for
19 Chapter 7 bankruptcy or Chapter 13 bankruptcy?

20 A. You know what, I don't recall.

21 Q. All right. I'm going to scroll down to
22 page 19 of the bankruptcy filing. The bottom
23 says page 19 of 53. And it's entitled Schedule
24 E/F: Creditors Who Have Unsecured Claims.

25 Do you see that?

1 Tinny Suri

2 A. Yes.

3 Q. Do you have any understanding of what
4 it means for a creditor to have an unsecured
5 claim?

6 MS. BOLOS: Objection to form.

7 A. I do not.

8 Q. So in part 2, number 4, the
9 instructions say:

10 "List all of your
11 nonpriority unsecured
12 claims in the alphabetical
13 order of the creditor who
14 holds each claim."

15 Do you see that?

16 A. I see that.

17 Q. So I'm going to go down to page 24 of
18 53. And do you see that Wells Fargo Financial is
19 listed next to box 4.14?

20 A. I see that.

21 Q. All right. And it says: "When was
22 this debt incurred?"

23 And it says: "2015."

24 Correct?

25 A. I see that, yes.

1 Tinny Suri

2 Q. And there's an amount of \$4,172 on the
3 right side?

4 A. I do see that.

5 Q. So this is the Wells Fargo account
6 that's at issue in your present lawsuit against
7 Wells Fargo; correct?

8 MS. BOLOS: Objection, form.

9 A. Yes.

10 Q. So you would agree that your wife
11 included this Wells Fargo account in her
12 bankruptcy petition; correct?

13 MS. BOLOS: Objection, form.

14 Q. You can answer.

15 A. Yes, if it's listed.

16 Q. All right. Now I'm going to go to part
17 3. It says: List Others to be Notified about a
18 Debt That You Already Listed.

19 Do you see that?

20 A. Yes.

21 Q. Okay. I'm going to scroll down to the
22 end, and Wells Fargo Financial is listed in that
23 section as well.

24 Do you see that?

25 A. I see it.

1 Tinny Suri

2 Q. And then it says:

3 "On which entry in part
4 1 or part 2 did you list
5 the original creditor?"

6 And line 4.14 is identified right below
7 that.

8 Do you see that?

9 A. I do see that.

10 Q. And that line 4.14 is the line we
11 looked at a few minutes ago; correct?

12 MS. BOLOS: Objection, form.

13 A. Okay.

14 Q. Do you agree or do you disagree?

15 A. No. I believe so. I didn't know it
16 was 4.14. But if it's written, I'll believe it.

17 Q. I'll scroll back up. I don't want you
18 to feel like you're being misled.

19 A. No. That's fine.

20 I see it, 4.14. Yes; that's correct.

21 Q. So I'm going to scroll down to the
22 Verification of Creditor Matrix on page 51 of 53.
23 You'll see on this Verification of Creditor
24 Matrix it says:

25 "The above-named debtor

1 Tinny Suri
2 hereby verifies that the
3 attached list of creditors
4 is true and correct to the
5 best of his/her
6 knowledge."

7 And then it's signed with an electronic
8 /S/ by Debra Lee Suri.

9 Do you see that?

10 MS. BOLOS: Objection to form.

11 A. Yes.

12 MR. GETTINGS: What's the form
13 objection, Sylvia?

14 MS. BOLOS: It's compound.

15 MR. GETTINGS: Okay.

16 Q. Well, does this verification of
17 creditor matrix look like it was signed by Debra
18 Lee Suri.

19 MS. BOLOS: Objection, form.

20 Q. You can answer.

21 A. Yes.

22 Q. And does this Verification of Creditor
23 Matrix say:

24 "The above-named debtor
25 hereby verifies that the

1 Tinny Suri
2 attached list of creditors
3 is true and correct to the
4 best of his/her
5 knowledge"?

6 A. Yes.

7 Q. All right. And then if I scroll down
8 to that creditor matrix, do you see Wells Fargo
9 Financial is listed in the creditor matrix?

10 A. I do see that.

11 Q. Okay. So to this point we all -- not
12 to this point. Let me strike that question.

13 So we all agree that in April of 2018
14 your wife, Ms. Suri, filed for bankruptcy;
15 correct?

16 A. Yes.

17 Q. And we agree that your wife filing for
18 bankruptcy was listed as an event of default
19 under the Wells Fargo card agreement we
20 previously looked at; correct?

21 A. Yes.

22 MR. GETTINGS: Mr. Suri, we've been
23 going for about an hour. I tend to like to take
24 hour breaks. So maybe we'll do five minutes and
25 then come on back?

1 Tinny Suri

2 THE WITNESS: Sure.

3 MR. GETTINGS: Okay. Debbie, we can go
4 off.

5 (A RECESS WAS TAKEN FROM 11:00 A.M.
6 TO 11:08 A.M.)

7 BY MR. GETTINGS:

8 Q. Mr. Suri, I'm now going to show you
9 another exhibit, which we are going to label as
10 Exhibit 5.

11 (EXHIBIT 5, WELLS FARGO ACCOUNT
12 STATEMENT, 3/13/2018 -
13 SURI 000877-0878, WAS IDENTIFIED.)

14 Q. And it is a document that you produced
15 to us Bates labeled Suri 000877 to 878.

16 Can you see it on your screen,
17 Mr. Suri?

18 A. Yes.

19 Q. All right. So this is an account
20 statement that pertains to the account number
21 ending 9309.

22 Do you recognize that as the Wells
23 Fargo account that's at issue in the case?

24 A. I believe so, yes.

25 Q. All right. And do you recognize this

1 Tinny Suri

2 document as a Wells Fargo account statement?

3 A. Yes.

4 Q. All right. Were all of the account
5 statements that you produced to us in this case
6 in that Wells Fargo folder you described to me
7 earlier?

8 A. Yes.

9 Q. Do you regularly save all of the
10 account statements you receive from the Wells
11 Fargo account?

12 A. No.

13 Q. Okay. Why did you save -- well, let me
14 ask it a different way.

15 Did you save all of the Wells Fargo
16 account statements you received for this account?

17 MS. BOLOS: Objection, form.

18 You can answer.

19 A. No. I mean I don't save all of them
20 for this account. But this particular one I had
21 on hand.

22 Q. Okay. So all of the ones that you
23 produced to us in this lawsuit are those ones
24 that existed in your Wells Fargo folder?

25 A. Correct.

1 Tinny Suri

2 Q. All right. And what was the process
3 for those statements making their way into that
4 folder? Would you have received it in the mail,
5 looked at it, and then put it in the folder?

6 MS. BOLOS: Objection to form.

7 A. I believe so.

8 Q. You can answer.

9 A. Most likely. I don't recall exactly
10 why, but I happened to have it.

11 Q. Okay. And this document is addressed
12 to Debra L. Suri and Tinny Suri at [REDACTED]

13 [REDACTED]; correct?

14 A. That is correct.

15 Q. And that was your address in 2018?

16 A. That is correct.

17 Q. Do you recall receiving this statement
18 from Wells Fargo in 2018?

19 A. I don't recall. I most likely -- since
20 I have it, we received it.

21 Q. That was going to be my next question,
22 so thank you.

23 All right. In the middle of the first
24 page of this document do you see the portion that
25 says Summary of Account Activity?

1 Tinny Suri

2 A. Yes.

3 Q. All right. And then below that there's
4 another box that begins with New Balance?

5 A. Yes.

6 Q. All right. And then two more lines
7 down it says Available Credit.

8 Do you see that?

9 A. Yes.

10 Q. And the available credit was 5,312, at
11 least as reflected on this statement.

12 Do you see that?

13 A. I do.

14 Q. Did you or your wife ever use this
15 account for any other funds besides those
16 connected with the gutters that were put on?

17 A. No.

18 Q. So was it just a one-time charge and
19 then no further charges on your end?

20 A. That is correct.

21 Q. All right. Were you aware that you
22 could take additional -- let me say it a
23 different way:

24 Were you aware that you could use the
25 account for different potential credit if you had

1 Tinny Suri

2 wanted to?

3 A. Yes.

4 Q. All right. I'm going to show you
5 another document that we're going to mark as
6 Exhibit 6.

7 (EXHIBIT 6, WELLS FARGO ACCOUNT
8 STATEMENT, 4/6/2018 -
9 SURI 000879-0880, WAS IDENTIFIED.)

10 Q. Mr. Suri, do you see a document on your
11 screen that's labeled Exhibit 6?

12 A. I do.

13 Q. All right. So this document was
14 produced to us with the Bates numbers Suri 879
15 through Suri 880, and it's labeled with November
16 2017 to November 2018 Wells Fargo statement.

17 Do you see that?

18 A. I do.

19 Q. And so for you to produce this
20 statement to us, does that mean that you had this
21 statement in your files as well?

22 A. Most likely if I produced it, I had
23 it -- or I have it.

24 Q. And this statement is addressed to
25 Debra L. Suri and Tinny Suri at [REDACTED]

1 Tinny Suri

2 [REDACTED]; correct?

3 MS. BOLOS: Objection, form.

4 A. Yes.

5 MR. GETTINGS: What's the form

6 objection, Sylvia?

7 MS. BOLOS: I don't think you actually
8 read the address correctly there.

9 MR. GETTINGS: Oh, let me read it
10 again.

11 MS. BOLOS: Thank you.

12 Q. So it's addressed to Debra L. Suri and
13 Tinny Surry at [REDACTED] --

14 MS. BOLOS: No.

15 Q. -- [REDACTED]; correct?

16 MS. BOLOS: No, David, you still didn't
17 read it right. I'm pretty sure there are three
18 zeroes unless there's something wrong with my
19 screen.

20 MR. GETTINGS: Didn't I read three
21 zeroes?

22 THE WITNESS: No.

23 MR. GETTINGS: Okay. Let me try a
24 third time. Three years of law school, four
25 years of college, and that's what I get stumped

1 Tinny Suri

2 up on.

3 Q. It's addressed to Debra L. Suri and
4 Tinny Suri at [REDACTED]; correct?

5 A. Yes.

6 Q. Okay. And do you have any specific
7 recollection of receiving this statement?

8 A. I don't recollect it, but I do have it,
9 so we received it.

10 Q. Perfect. So let's go to the middle of
11 the -- well, no, it's not the middle anymore --
12 the top left of the first page of the statement.

13 What does it list as available credit?

14 A. Available credit is zero.

15 Q. All right. And that's different than
16 the available credit we saw in the previous
17 statement; correct?

18 A. Sure.

19 Q. And what does it list as the statement
20 closing date?

21 A. 4/6, so it's April 6, 2018.

22 Q. All right. Do you recollect April 6,
23 2018, as the date of your wife's bankruptcy
24 petition?

25 A. I don't recall that exact date.

1 Tinny Suri

2 Q. Okay. Do you have any understanding as
3 to why the available credit is showing as zero
4 dollars on this statement?

5 A. I do not know.

6 Q. All right. Let's look at the middle of
7 this page, Bates number 879. Do you see that the
8 second transaction listed says "charge off
9 account principals."

10 Do you see that?

11 A. I see it.

12 Q. And there's an amount listed of
13 \$3,067.54.

14 Do you see that?

15 A. I do see it.

16 Q. And the transaction date connected to
17 that charge-off notation is April 6.

18 Do you see that?

19 A. I do see that.

20 Q. Does that indicate to you that Wells
21 Fargo charged off this account on April 6, 2018?

22 A. Based upon the way it's written, I
23 would make that assumption, correct, yes.

24 Q. So this statement from Wells Fargo
25 provided you and your wife notice that the

1 Tinny Suri

2 account was charged off on April 6, 2018;

3 correct?

4 A. Based on this statement, yes.

5 Q. That was really embarrassing when I

6 kept saying the wrong number of zeroes.

7 All right. Now. I'm now going to show

8 you a document we're going to mark as Exhibit 7.

9 (EXHIBIT 7, LETTER TO TINNY SURI FROM

10 WELLS FARGO, 4/6/2018, WAS

11 IDENTIFIED.)

12 Q. Mr. Suri, can you see Exhibit 7 on your

13 screen?

14 A. Yes.

15 Q. All right. So this is a letter from

16 Wells Fargo's production. And it doesn't have a

17 Bates number on it. So I'll have to get you the

18 Bates number on that. And it's dated 4/6/2018.

19 Do you see that?

20 A. I see it.

21 Q. And it's addressed to Tinny Suri at

22 [REDACTED] -- gosh, I did it again -- [REDACTED]

23 [REDACTED].

24 Do you see that?

25 A. I see it.

1 Tinny Suri

2 Q. Do you recall receiving this letter
3 from Wells Fargo?

4 A. No.

5 Q. All right. Do you, as we sit here
6 today, doubt you received it or don't have any
7 recollection either way?

8 A. Neither one of us -- I'm speaking for
9 my wife and myself -- we never received this
10 letter. To the best of our knowledge, we don't
11 have this, we didn't receive it. Otherwise I
12 would have acted earlier.

13 Q. Okay. What do you mean otherwise you
14 would have acted earlier?

15 A. I would have contacted Wells Fargo and
16 started this process a lot earlier than when I
17 did.

18 Q. Okay. But you agree that you received
19 the statement we looked at earlier that reflected
20 the charged-off account; correct?

21 A. Most likely. If I have it in my
22 possession, then I received it, yes.

23 Q. In April of 2018 your address was [REDACTED]
24 [REDACTED]; correct?

25 A. That is correct.

1 Tinny Suri

2 Q. And this letter states:

3 "Due to the debtor's
4 recent bankruptcy filing,
5 Wells Fargo is taking the
6 following actions:"

7 And then the second bullet says:

8 "If the account is a
9 line of credit, then it
10 will be restricted as to
11 additional advances and/or
12 closed."

13 Did I read that correctly?

14 A. That's what it says exactly, yes.

15 Q. Okay. So with respect to the April 6th
16 letter we looked at a few seconds ago, is it
17 possible you received it?

18 MS. BOLOS: Objection, form.

19 A. I can't -- I don't know how to answer
20 that. Possible. But we read everything that we
21 receive, so I don't know -- neither one of us
22 recall that we ever received the letter.

23 Q. And do you save everything you receive
24 in paper copy?

25 A. Not everything. But something like

1 Tinny Suri

2 this would have red flagged both of us.

3 Q. What would have been the red flag?

4 A. Well, the statement that's in the
5 letter, bankruptcy filed, closed account. I
6 think all of those things would have been a red
7 flag.

8 Q. Was the charge-off designation on the
9 previous statement we looked at a red flag for
10 you?

11 A. You know, we didn't read through the
12 whole statement. Usually, like anyone else, we
13 get a statement, we make the payments. But we
14 were making automatic payments through our Chase
15 Bank electronically. So whatever statements we
16 received, we generally just thought they were
17 just statements.

18 Q. Do you recall Ms. Suri entering into a
19 Reaffirmation Agreement with Wells Fargo?

20 A. I know there was one in the process of
21 being created between Wells Fargo and the law
22 firm and my wife.

23 Q. Do you recall how Ms. Suri and Wells
24 Fargo got in contact with respect to -- that's a
25 terrible question. Let me say that again.

1 Tinny Suri

2 How did Ms. Suri know to enter a
3 Reaffirmation Agreement with Wells Fargo?

4 MS. BOLOS: Objection. Attorney/client
5 privilege. You already know she had an attorney
6 assisting her with bankruptcy.

7 Q. Are you going to follow your lawyer's
8 advice?

9 A. Of course, yes.

10 Q. All right. I'd like to show you a
11 document we're going to mark as Exhibit 8.

12 (EXHIBIT 8, LETTER TO TINNY SURI FROM
13 WELLS FARGO, 4/9/2018, WAS
14 IDENTIFIED.)

15 Q. All right. Can you see my screen where
16 it says Exhibit 8, Mr. Suri?

17 A. Yes.

18 Q. All right. And you see there's a
19 letter -- this exhibit is a letter dated April
20 9th, 2018, addressed to Tinny Suri, 10008 Maple
21 Valley Drive?

22 A. I see it.

23 Q. And it says in the subject line:
24 Bankruptcy Notice Received.

25 Do you see that?

1 Tinny Suri

2 A. I see it.

3 Q. Do you recall receiving this letter
4 from Wells Fargo?

5 A. I do not.

6 Q. Do you see in the middle of this letter
7 it says:

8 "Due to the debtor's
9 recent bankruptcy filing,
10 Wells Fargo is taking the
11 following actions:"

12 And then the middle line says:

13 "If the account is a
14 line of credit, then it
15 will be restricted as to
16 additional advances and/or
17 closed."

18 Do you see that?

19 A. I do see it.

20 Q. Is it possible you received this letter
21 from Wells Fargo in April 2018?

22 A. Don't recall. I don't know how to
23 answer that because we never received it to both
24 my recollection and my wife's.

25 Q. So are you saying you affirmatively

1 Tinny Suri

2 never received it or are you saying you don't
3 recall receiving it?

4 MS. BOLOS: Objection, form.

5 A. Didn't receive it.

6 Q. Well, how do you know you didn't
7 receive it?

8 A. Because I would have opened it -- we
9 would have opened it, read it, discussed it, and
10 took action to contact Wells Fargo.

11 Q. And again, what about this letter would
12 have caused you to take action?

13 A. Due to the Reaffirmation Agreement and
14 discussion of how this occurred.

15 Q. We're going to go through the same
16 exercise for one more letter.

17 (EXHIBIT 9, LETTER TO DEBRA SURI FROM
18 WELLS FARGO, 4/9/2018, WAS
19 IDENTIFIED.)

20 Q. Mr. Suri can you see on my screen how
21 it says Exhibit 9?

22 A. I do.

23 Q. All right. So now what I'm showing you
24 is another letter dated April 9th, 2018,
25 addressed to Debra L. Suri at [REDACTED]

1 Tinny Suri

2 [REDACTED].

3 Did I read that correct?

4 A. Yes, you did.

5 Q. And the letter says:

6 "This is to advise you
7 that we have closed the
8 above-referenced account
9 because we have been
10 notified the owner(s) of
11 this account has filed
12 bankruptcy."

13 Did I read that correctly?

14 A. Yes.

15 Q. Do you recall receiving this letter
16 from Wells Fargo in April 2018?

17 MS. BOLOS: Objection, form.

18 A. No.

19 Q. Do you recall your wife receiving this
20 letter from Wells Fargo in April 2018?

21 MS. BOLOS: Objection, form.

22 THE WITNESS: Do you want me to answer
23 that?

24 MS. BOLOS: Yes.

25 Q. You can answer the question.

1 Tinny Suri

2 A. No, she didn't receive it.

3 Q. Well, are you sure she didn't receive
4 it or you just don't recall her receiving it?

5 A. I know she didn't receive it because
6 she opens all the letters that we receive. And
7 this would have triggered a response.

8 Q. So you are presuming she did not
9 receive it because you don't recall a response
10 being triggered; is that fair?

11 A. That is correct.

12 Q. All right. Now I'm going to show you a
13 document we're going to label as Exhibit 10.

14 (EXHIBIT 10, REAFFIRMATION AGREEMENT,
15 5/7/2018, WAS IDENTIFIED.)

16 Q. All right, Mr. Suri. Do you see
17 Exhibit 10 on your screen?

18 A. I do.

19 Q. All right. And this document, the
20 first page is entitled Cover Sheet for
21 Reaffirmation Agreement. And then if you scroll
22 further down, the third page -- or I guess it's
23 the fourth page -- well, the third page of the
24 document is entitled Reaffirmation Agreement.

25 Do you see that?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. I do.

4 MR. GETTINGS: What's the form
5 objection, Sylvia?

6 MS. BOLOS: It's compound.

7 Q. Okay. Do you see the first page of the
8 document is entitled Cover Sheet for
9 Reaffirmation Agreement?

10 A. I do.

11 Q. Okay. And do you see the third page of
12 the document is entitled Reaffirmation Agreement?

13 A. I do.

14 Q. Okay. Let's start with the cover page.
15 Have you ever seen this Official Form
16 472 Cover Sheet for Reaffirmation Agreement
17 pertaining to your wife's bankruptcy?

18 MS. BOLOS: Objection, form.

19 A. Yes.

20 Q. When did you first receive it?

21 A. I want to say a copy was produced by
22 the law firm to my wife and then shared with me.

23 Q. Are you aware of your wife reaching a
24 Reaffirmation Agreement with Wells Fargo
25 pertaining to the account we've been discussing?

1 Tinny Suri

2 A. Yes.

3 Q. When did you first learn that your wife
4 had reached a Reaffirmation Agreement with Wells
5 Fargo?

6 A. After her attorney contacted her after
7 reviewing with the judge or the court system with
8 the bankruptcy that this was reaffirmed.

9 Q. And do you have any understanding of
10 what it means to reaffirm a debt in bankruptcy?

11 A. Well, I'm not a legal expert, so I
12 couldn't tell you the jargon. But I would assume
13 that it's to continue making the payments as
14 agreed to in the loan -- in the stipulation in
15 the loan agreement.

16 Q. I'm going to turn to page -- or I guess
17 I should say Part B of this agreement, page 9 of
18 13 of the PDF.

19 Does this look like your wife's
20 signature on this page?

21 A. Yes.

22 Q. And does it appear to you that your
23 wife signed this document on May 7, 2018?

24 A. The way it's written, yes.

25 Q. And do you see a Wells Fargo signature

1 Tinny Suri

2 on this page as well?

3 A. I do.

4 Q. You did not sign the Reaffirmation
5 Agreement; correct?

6 A. No.

7 Q. At the time your wife signed -- well,
8 let me state it a different way.

9 The date of this Reaffirmation
10 Agreement is later in time than the statement we
11 looked at earlier from Wells Fargo indicating
12 your account had been charged off; correct?

13 A. That is correct.

14 Q. So at the time your wife signed the
15 Reaffirmation Agreement, Wells Fargo had already
16 charged off the account at issue; correct?

17 MS. BOLOS: Objection, form.

18 A. Correct.

19 Q. Okay. I'm going to go back to page 5
20 of the PDF. Actually it's page 6 of the PDF.
21 It's labeled page 3 of the Reaffirmation
22 Agreement in the top right corner.

23 Do you see the section of the
24 Reaffirmation Agreement entitled Repayment
25 Schedule?

1 Tinny Suri

2 A. I see it.

3 Q. It states that:

4 "Your payment schedule
5 under the Reaffirmation
6 Agreement will be 24
7 payments in the amount of
8 \$127.81 each, payable on
9 the 10th day of each month
10 unless altered later by
11 mutual agreement in
12 writing."

13 Do you see that?

14 A. I see it.

15 Q. So the agreement required monthly
16 payments of \$127.81; correct?

17 MS. BOLOS: Objection, form.

18 A. Yes.

19 Q. What monthly payments in what amount
20 were required under the agreement?

21 MS. BOLOS: Objection, form.

22 A. 127.81.

23 Q. I'm now going to show you a document
24 we're going to label as Exhibit 11.

25 (EXHIBIT 11, PACKET OF DOCUMENTS SENT

1 Tinny Suri

2 TO TRANSUNION - WF_000380-0424, WAS
3 IDENTIFIED.)

4 Q. This document is Bates numbered
5 WF_Suri 000380 all the way to 424.

6 So to give you some context, my
7 understanding is that this document is from a
8 packet of information you sent to TransUnion in
9 which you included a previous letter you sent to
10 Wells Fargo or fax you sent to Wells Fargo.

11 In looking at this document, does my
12 description sound correct?

13 MS. BOLOS: Objection, form.

14 Q. You can answer.

15 A. Yeah. I don't recall, but I would
16 assume you are correct, yes.

17 Q. Okay. And in this document it says
18 "Attention Denise Sauerbrei," and then it's
19 addressed to Denise, and then it's signed by
20 Tinny Suri.

21 Do you see that?

22 A. I do.

23 Q. Do you recall sending this
24 communication to Wells Fargo?

25 A. I do.

1 Tinny Suri

2 Q. And this document looks like you
3 enclosed in the communication to Wells Fargo a
4 Reaffirmation Agreement, a bank payment history,
5 and a LeafFilter agreement.

6 Do you see that?

7 A. I do.

8 Q. I'm going to scroll down to the payment
9 history, which starts on Wells Fargo Suri 000384.

10 Do you recall creating this document,
11 which is entitled Tinny and Debra Suri Payment
12 History for Wells Fargo CC, and then it lists the
13 account number ending in [REDACTED]?

14 A. I see it. I do remember.

15 Q. How did you go about creating this
16 payment history?

17 A. Went online, pulled everything from
18 Chase, and included the payment history.

19 Q. Okay. Is this an accurate reflection
20 of your payment history to Wells Fargo?

21 A. I believe so, yes.

22 Q. So go ahead and look at the payment you
23 listed for May 29th, 2018.

24 A. Okay.

25 Q. And what is that listed as?

1 Tinny Suri

2 A. 120.

3 Q. So that was an amount that was less
4 than referenced in the Reaffirmation Agreement;
5 correct?

6 A. Sure.

7 Q. Do you recall why you made a payment
8 that was less than referenced in the
9 Reaffirmation Agreement?

10 A. I don't know. I believe my wife was
11 making the payments automatically, so she didn't
12 change them but continued to make the same
13 payments every month.

14 Q. Okay. And so look at the next payment
15 from June 2018. What is that amount?

16 A. That would be -- June '18?

17 Q. Yeah. Why don't you look at July.
18 It's listed as July 2018 on your payment history.

19 A. I think it's 120. July, 7/2?

20 Q. Correct.

21 A. Yeah. 120.

22 Q. Okay. And actually every payment up
23 through October 29th, 2019, is listed as 120;
24 correct?

25 A. Yes.

1 Tinny Suri

2 Q. So for each of these months your wife,
3 Ms. Suri, made a payment that was less than the
4 payment required by the Reaffirmation Agreement;
5 correct?

6 A. That is correct.

7 Q. So for each of these months Mrs. Suri
8 did not comply with the Reaffirmation Agreement;
9 correct?

10 MS. BOLOS: Objection, form.

11 A. Sure. I mean she made the payments,
12 but I understand.

13 Q. So do you agree?

14 A. I agree.

15 Q. We'll go back up to the first page of
16 the letter.

17 So in this letter to Denise, the third
18 sentence, it says:

19 "I personally had no idea
20 there was charge-off my
21 perfect credit history
22 until I was recently
23 notified via a denial
24 letter from my bank for a
25 new credit card."

1 Tinny Suri

2 Do you see that?

3 A. Uh-huh (positive response).

4 Q. All right. We did establish earlier,
5 though, that Wells Fargo provided you with a
6 statement that listed the account as being
7 charged off prior to the time you sent this
8 letter; correct?

9 A. I understand, yes.

10 Q. I'm now going to show you a document
11 we're going to label as Exhibit 12.

12 (EXHIBIT 12, LETTER TO TRANSUNION FROM
13 TINNY SURI - WF_SURI 000363-0365, WAS
14 IDENTIFIED.)

15 Q. Can you see Exhibit 12 on your screen,
16 Mr. Suri?

17 A. Yes.

18 Q. So this document is Bates numbered
19 WF_Suri 363 to 365.

20 All right. Can you explain to me what
21 this document is?

22 A. I believe that is my dispute letter
23 either through my -- and I don't recall, so
24 either through the internet or something that I
25 sent to -- or I mailed to TransUnion. So I don't

1 Tinny Suri

2 recall.

3 Q. Understood.

4 So you don't recall the medium through
5 which you sent it, but this is a dispute
6 communication you sent to TransUnion?

7 A. I believe so. I think this was done
8 online.

9 Q. And the first -- or I guess the second
10 box on page 363, it references Wells Fargo Bank
11 account ending in [REDACTED]; correct?

12 A. Correct.

13 Q. Is that the Wells Fargo account that
14 we've been discussing today?

15 A. I believe that is correct.

16 Q. All right. And then in the Reason It's
17 Wrong box, is that you explaining to TransUnion
18 the reasons you believe Wells Fargo's credit
19 reporting is incorrect?

20 A. That is correct.

21 Q. So in this section you say:

22 "You are inaccurately
23 reporting the account
24 status as 'charge-off.'"

25 Do you see that?

1 Tinny Suri

2 A. I do.

3 Q. Okay. Do you agree that Wells Fargo
4 did in fact charge off the account?

5 MS. BOLOS: Objection to form.

6 A. Based upon my understanding, they
7 charged it off, yes.

8 Q. So if they charged it off, why do you
9 state:

10 "You are inaccurately
11 reporting the account
12 status as 'charge-off'?"

13 A. It was at that point, to my
14 understanding later, that -- initially I did not
15 know it was charged off. So when I didn't
16 receive any of the letters, I wouldn't have
17 known. But in the statement that you've shown,
18 we didn't read it.

19 Q. So can we all agree that it was in fact
20 accurate to report the account as charged off?

21 MS. BOLOS: Objection, form.

22 A. I don't know how to answer that,
23 because I would have acted differently if I would
24 have recognized it earlier. So I don't know how
25 to answer that question.

1 Tinny Suri

2 Q. Well, do you think it was inaccurate
3 for Wells Fargo to report the account as charged
4 off?

5 A. Yes.

6 Q. Why?

7 A. There's another -- because we had a
8 conversation with the bankruptcy attorney in
9 regards to the date of the bankruptcy. And they
10 agreed with us that the bankruptcy was not
11 finalized until July after the fact, in fact. So
12 what you're showing me is before the fact. But
13 after the fact was that the bankruptcy attorney
14 said it was a mistake because the bankruptcy did
15 not finalize, and no one can act upon it until it
16 was finalized, until July of that year, not in
17 April.

18 Q. So what does that explanation have to
19 do with whether it was inaccurate for Wells Fargo
20 to report the account as charged off?

21 MS. BOLOS: Objection, form.

22 A. I believe it was prematurely reported
23 or labeled as a charge-off.

24 Q. And your basis for believing that is
25 what?

1 Tinny Suri

2 A. Speaking to the attorney.

3 Q. Okay.

4 MR. GETTINGS: Sylvia, if I keep probing
5 this conversation, are you going to object on
6 privilege grounds?

7 MS. BOLOS: I mean if you're trying to
8 discover the substance of his conversations with
9 counsel, yes.

10 MR. GETTINGS: All right. Well, let me
11 state it a different way.

12 Q. Are the reasons you believe it was
13 inaccurate to report it as charged off based on
14 your conversations with counsel?

15 A. Yes.

16 Q. Do you have any basis for that belief
17 besides conversations with counsel?

18 A. When you say side conversations with
19 counsel -- I'm sorry.

20 Q. I said besides.

21 A. Oh, besides?

22 Q. Yes.

23 A. No. It's with counsel.

24 Q. So part of this deposition is to
25 understand how you're going to testify at trial.

1 Tinny Suri

2 So if I ask you at trial why do you believe it
3 was inaccurate for Wells Fargo to report your
4 account as charged off, is your response going to
5 be: Well, I can't testify to that because it's
6 based on my conversation with counsel?

7 MS. BOLOS: Objection, form.

8 A. I don't know how I will answer until I
9 convey or converse with my legal counsel to
10 determine the right course or approach on that
11 one. So I don't know.

12 Q. Well, it sort of an important question.

13 MR. GETTINGS: Sylvia, do you want to
14 take a break?

15 MS. BOLOS: We can take a break if you
16 guys want. I'm good either way. I don't really
17 know why you're inviting me to one. I must look
18 tired.

19 MR. GETTINGS: No, no, no. My issue
20 is -- and we can stay on the record. My issue is
21 that he's saying he doesn't know how he's going
22 to answer why he believes the account was
23 reported inaccurately because he has to consult
24 with counsel. And I'm entitled to understand how
25 he's going to testify at trial in this

1 Tinny Suri

2 deposition.

3 So if you want to consult with him,
4 I've got no objection to that. But it's a
5 question we're going to need an answer to.

6 And if the answer is -- if the answer
7 is he doesn't have any basis besides
8 conversations with counsel and that's how he's
9 going to testify at trial, that's fine, too.

10 MS. BOLOS: Well, I inserted an
11 objection. And if you want, I can add to it.
12 But you're asking him to speculate to what he's
13 going to do into the future.

14 MR. GETTINGS: You mean in terms of
15 trial testimony?

16 MS. BOLOS: Yeah. And I think that's
17 what he's trying to say.

18 Mr. Suri, if you want to confer with me
19 and take a break, it sounds like Mr. Gettings is
20 okay with that, and you and I can confer if you'd
21 like. If you want to continue, then let
22 Mr. Gettings know what you want to do here.

23 THE WITNESS: Yeah. Let's confer real
24 quick because it's something I need to discuss
25 with you.

1 Tinny Suri

2 MS. BOLOS: Sure.

3 MR. GETTINGS: Okay. We'll take five
4 minutes.

5 THE WITNESS: Okay.

6 (A RECESS WAS TAKEN FROM 11:50 A.M.

7 TO 11:57 A.M.)

8 MS. BOLOS: So David, for the question
9 you were asking, Mr. Suri just wants to make sure
10 he's not waiving his attorney/client privilege.
11 As he said, he did confer with counsel. But if
12 you want to ask him about the charge-off and his
13 mental impressions before he conferred with
14 counsel, then he's prepared to answer your
15 questions.

16 MR. GETTINGS: Yeah. And I will agree
17 he is not waiving privilege by answering that
18 question. So I'll reask it.

19 Q. So in your letter to TransUnion you
20 said:

21 "You are inaccurately
22 reporting the account
23 status as 'charge-off.'"

24 Why do you believe it was inaccurate to
25 report the account status as charged off?

1 Tinny Suri

2 A. Well, after receiving the denial letter
3 and after contacting Wells Fargo with Denise
4 initially, after that I pulled the Reaffirmation
5 Agreement, called the attorneys, the bankruptcy
6 attorneys, spoke to them, my wife and I, and
7 inquired about -- and spoke about this issue.
8 And she asked us when this was --

9 MS. BOLOS: Mr. Suri, I'm just going to
10 stop you there. I know we're preserving the
11 privilege, but I don't want you to reveal
12 conversations with counsel.

13 THE WITNESS: No problem.

14 MS. BOLOS: If you could just explain
15 maybe the impetus leading up to making that phone
16 call, I think that's what Mr. Gettings is getting
17 at.

18 A. So yeah, we made the phone call to --

19 MS. BOLOS: Before the phone call.

20 THE WITNESS: What's that? Before the
21 phone call?

22 MS. BOLOS: Uh-huh (positive response.)

23 A. And then our counsel advised us that
24 there was a mistake. And that was incorrect.

25 And that's the best, I think, I can do

1 Tinny Suri

2 right now until they're deposed. I don't know
3 how to answer that.

4 Q. And prior to that conversation with
5 counsel, why did you believe that it was
6 inaccurate to report it as charged off? Or did
7 you have a belief?

8 A. I didn't have a -- I mean I don't
9 remember. But the best of my knowledge is that
10 the dates didn't work in the way that -- when it
11 was charged off and the filing of the bankruptcy.
12 So I wanted to confer with counsel is this
13 correct. And I was advised otherwise.

14 Q. Do you agree that when your wife filed
15 for bankruptcy, that placed the Wells Fargo
16 account in default?

17 MS. BOLOS: Objection, form.

18 A. I don't know how to answer that
19 legally. I'm not an attorney, so I don't know
20 how to address it.

21 Q. And when you said earlier that the
22 dates didn't match up with respect to the
23 charge-off, what did you mean by that?

24 A. Between the Reaffirmation Agreement
25 dates and timing and the time the bankruptcy was

1 Tinny Suri

2 finalized, counsel told me otherwise, that it was
3 incorrect.

4 Q. Is your complaint that Wells Fargo
5 shouldn't have charged off the account?

6 A. I believe that's exactly right.

7 Q. And why do you think Wells Fargo should
8 not have charged off the account?

9 A. I think that was based on this last
10 response that I just provided in regards to the
11 dates and the timing and the payment history,
12 that we paid it off. So I think there were a few
13 factors involved. And not being notified, I
14 mean, through the channels outside of the
15 statement that you provided. But we paid
16 everything on time, like I said, and other
17 factors.

18 Q. So is your perspective that because
19 your wife entered the Reaffirmation Agreement,
20 Wells Fargo should not have charged off the
21 account?

22 A. I would agree to that.

23 Q. Does it matter to you whether the
24 charge-off occurred prior to the Reaffirmation
25 Agreement?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. Does it matter to me? Yes.

4 Q. And how does that matter to you? In
5 what way does that matter to you?

6 A. Again, I think I tried to answer that
7 earlier. I think it was prematurely reported.
8 But again, the bankruptcy wasn't finalized, and
9 the Reaffirmation Agreement is to reaffirm the
10 loan and pay it off. That was my understanding.

11 Q. I'm going to keep looking at
12 Exhibit 12. It's the exhibit we were looking at
13 before we took a break.

14 So in this line that says Reason It's
15 Wrong pertaining to the Wells Fargo account, it
16 says:

17 "I did not file for
18 bankruptcy. My wife,
19 Debra Suri, filed for
20 bankruptcy."

21 Do you see that?

22 A. Uh-huh (positive response).

23 Q. And we agreed earlier that Debra filing
24 for bankruptcy was a condition of default under
25 the Wells Fargo account agreement; correct?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. I believe the way it was written, that
4 is true.

5 Q. And then it says:

6 "Second, the account was
7 reaffirmed and not charged
8 off in bankruptcy."

9 Do you see that?

10 A. Yes, I do.

11 Q. In your mind when you wrote that
12 dispute, is it possible that the account was both
13 charged off and then subsequently reaffirmed?

14 MS. BOLOS: Objection, form.

15 A. I think there's two different things
16 here. So I don't know how to answer that. I
17 think that the charge-off was premature and the
18 reaffirmation was on time to reaffirm that loan
19 and not to be a charge-off or unpaid. That's my
20 understanding.

21 Q. Okay. When you say the charge-off was
22 premature, what do you mean by that?

23 A. I mean that it was reported
24 prematurely. That's how I would read that. And
25 since it was a reaffirmation of the loan, that it

1 Tinny Suri

2 should not have been a charge-off.

3 Q. All right. I'm going to show you a
4 document we're going to mark as Exhibit 13.

5 (EXHIBIT 13, 2018 CREDIT REPORTING
6 RESOURCE GUIDE - EIS-SURI-001454-1743,
7 WAS IDENTIFIED.)

8 Q. This is a document entitled 2018 Credit
9 Reporting Resource Guide.

10 Let me share my screen with you.

11 Have you ever seen this document
12 before?

13 A. I don't recall. I don't believe so.
14 Resource Guide? No.

15 Q. Okay. I'll just scroll down to page
16 187 of the PDF.

17 Do you see where it says Frequently
18 Asked Questions and Answers?

19 A. Yes.

20 Q. And then 27(b) says:

21 "How should an account
22 be reported when one
23 borrower filed Bankruptcy
24 Chapter 7 or 11 and the
25 other borrower did not?"

1 Tinny Suri

2 Does that accurately -- well, let me
3 state it a different way.

4 Your wife filed for Bankruptcy Chapter
5 7; correct?

6 A. I believe so. I don't know which
7 chapter.

8 Q. And you did not file for bankruptcy;
9 correct?

10 A. Correct.

11 Q. And you were both borrowers on the
12 Wells Fargo account we're discussing; correct?

13 A. Correct.

14 Q. Okay. Do you recall when you first
15 reached out to Wells Fargo to discuss its credit
16 reporting on the account?

17 A. It's been over a year. I would
18 assume -- and I'm speculating. You may have the
19 document you can show me, and I may be able to
20 tell by looking at it. But I would say June of
21 last year.

22 Q. All right. When you reached out to
23 Wells Fargo, was it first by phone or by letter?
24 How did you do it?

25 A. Phone.

1 Tinny Suri

2 Q. Did you have multiple phone
3 conversations with Wells Fargo at different
4 times?

5 A. Oh, yes.

6 Q. Approximately how many do you think you
7 had?

8 A. I don't recall. I mean people didn't
9 respond back; called, voicemails, spoke to a
10 couple of people. But I think you have all my
11 records. I don't really recall.

12 Q. Did you find the Wells Fargo
13 representatives you spoke to helpful or not?

14 A. Yeah, a couple of people were helpful.
15 Others responded back. Some were, I would say,
16 abrupt.

17 Q. I'm now going to show you a letter
18 we're going to mark as Exhibit 14.

19 (EXHIBIT 14, LETTER TO TINNY SURI FROM
20 WELLS FARGO, 7/15/2020 -
21 WF_SURI 000377, WAS IDENTIFIED.)

22 Q. So this is Bates labeled WF_Suri
23 000377. It's a letter addressed to Tinny Suri
24 dated July 15th, 2020.

25 Do you recall receiving this letter

1 Tinny Suri

2 from Wells Fargo?

3 A. Is this in regards to my dispute? I
4 believe I did.

5 Q. Yeah. The subject says:

6 "Important information
7 about credit dispute for
8 account ending [REDACTED]."

9 All right. In this letter Wells Fargo
10 says:

11 "We have submitted a
12 request to the consumer
13 reporting agencies to
14 which your account was
15 reported to make changes
16 to your credit file. The
17 following is a list of
18 changes that we submitted
19 to the consumer reporting
20 agencies about your
21 account."

22 And then it lists your account as:

23 "Closed/paid in full/
24 charge-off account, zero
25 balance as of 3/29/2020."

1 Tinny Suri

2 Do you see that?

3 A. I do.

4 Q. Okay. So let's take those one by one.

5 As of July 15th, 2020, was your Wells
6 Fargo account closed?

7 A. I'm sorry. By which date you're
8 reading?

9 Q. As of July 15th, 2020.

10 A. It was closed by then.

11 Q. And as of July 15th, 2020, was your
12 Wells Fargo account paid in full?

13 A. Correct.

14 Q. And as of July 2020 had your Wells
15 Fargo account been charged off?

16 A. That is correct.

17 Q. And then as of March 29th, 2020, did
18 your Wells Fargo account have a zero balance?

19 A. Yes. It was the last day of payment.

20 Q. Do you recall how many disputes you
21 submitted to the consumer reporting agencies
22 pertaining to your Wells Fargo account?

23 A. I don't recall. But I believe every
24 one of them received a dispute, all three of
25 them, including Wells Fargo, of course.

1 Tinny Suri

2 Q. Understood.

3 I'd like to show you a document we are
4 going to mark as Exhibit 15.

5 (EXHIBIT 15, COMPLAINT & JURY DEMAND,
6 WAS IDENTIFIED.)

7 Q. Can you see Exhibit 15 on your screen,
8 Mr. Suri?

9 A. Yes.

10 Q. This document is a copy of the
11 complaint that was filed on your behalf in the
12 Eastern District of Michigan.

13 Have you seen this complaint before?

14 A. Yes, I have.

15 Q. Now, without telling me the substance
16 of any conversations you've had with counsel, did
17 you take part in crafting this complaint?

18 A. My counsel did this on my behalf based
19 upon my information I provided.

20 Q. Okay. And once the complaint was
21 finished, did you review it before it was filed?

22 A. I did.

23 Q. Do you believe everything said in the
24 complaint is true and accurate?

25 A. Yes, I believe so.

1 Tinny Suri

2 Q. Okay. So I'm going to direct your
3 attention to paragraph 17 of the complaint. And
4 it says:

5 "Even though Mr. Suri
6 continued making regular
7 payments and paid off the
8 loan, WFB" -- which means
9 Wells Fargo -- "made false
10 reports to the national
11 credit reporting agencies
12 Equifax, Experian, and
13 TransUnion."

14 Do you see that?

15 A. I do.

16 Q. And is that an accurate statement?

17 A. I believe so, yes, based upon my
18 understanding as well.

19 Q. Okay. It says:

20 "WFB falsely reported
21 that no data was available
22 concerning Mr. Suri's
23 monthly payments after
24 February of 2018, while
25 that data was in fact

1 Tinny Suri

2 available and would have
3 shown that Mr. Suri and
4 Mrs. Suri had been making
5 all regularly scheduled
6 payments."

7 Did I read that correctly?

8 A. You did.

9 Q. So what do you mean by the allegation
10 that "Wells Fargo falsely reported that no data
11 was available"?

12 MS. BOLOS: Objection, form.

13 A. So when I pulled the credit report
14 initially when I was aware of this and on my
15 credit report it showed zero past the date of --
16 the date that they closed or charged it off,
17 after that it showed no more history payments at
18 all. Which that has changed recently, but that's
19 what it showed back then.

20 So based on that, we made this
21 assumption -- or not assumption, this fact that
22 it wasn't reported correctly.

23 Q. If Wells Fargo had reported the actual
24 monthly payments that were made on the account
25 and the dates of those payments, would that

1 Tinny Suri

2 satisfy the concern you raised here in paragraph
3 17a?

4 MS. BOLOS: Objection, form.

5 A. No. Because it's still a charge-off.
6 That's a whole different --

7 Q. We'll get there. So I'm only focusing
8 on 17a right now. If Wells Fargo had reported
9 the actual monthly payments that were made on the
10 account and the dates of those payments, would
11 that satisfy the concern you raised in paragraph
12 17a?

13 MS. BOLOS: Objection, form.

14 A. Partly, yes, but not fully.

15 Q. What's the rest of it?

16 A. The rest of it -- I mean payment
17 history is important, but it's also the tagline
18 of how it's labeled as a charge-off in
19 collections. I think that's what you're going to
20 get to.

21 Q. Yeah, we'll get there. So we'll move
22 on.

23 A. Okay.

24 Q. So you've got nothing else to say with
25 respect to my question regarding 17a before we

1 Tinny Suri

2 move to 17b; is that right?

3 A. Correct.

4 Q. Okay. So then you say:

5 "Wells Fargo falsely
6 reported the pay status to
7 reflect that the account
8 was charged off, thus
9 implying that Mr. Suri
10 stopped paying the debt
11 and failed to make
12 payments for a period in
13 excess of 180 days."

14 Did I read that correct?

15 A. You did.

16 Q. Okay. We previously agreed that Wells
17 Fargo -- excuse me.

18 We previously agreed that the account
19 was actually charged off; correct?

20 MS. BOLOS: Objection, form.

21 A. We agreed that that's how Wells Fargo
22 reported it. We didn't agree that that's how I
23 agreed to it, yes.

24 Q. Well, you agree the account was charged
25 off?

1 Tinny Suri

2 A. Well, I agree that you reported it was
3 charged off. But do I agree the charge-off was
4 accurate? I don't.

5 Q. Okay. Well, that's a separate
6 question.

7 A. Okay.

8 Q. So let's break it down.

9 So your position is that the account
10 should not have been charged off; correct?

11 A. That is correct.

12 Q. But you agree that the account was in
13 fact charged off; correct?

14 MS. BOLOS: Objection, form.

15 A. Yes.

16 Q. Okay. To your knowledge, did Wells
17 Fargo ever report to the credit reporting
18 agencies that Mr. Suri stopped paying the debt
19 and failed to make payments for a period in
20 excess of 180 days?

21 A. Can you repeat that question? I'm
22 sorry.

23 Q. Sure. To your knowledge, did Wells
24 Fargo actually report to any of the consumer
25 reporting agencies that Mr. Suri stopped paying

1 Tinny Suri

2 the debt and failed to make payments for a period
3 in excess of 180 days?

4 A. I don't know what Wells Fargo
5 communicated with the three agencies. I
6 generally base it upon what I pulled from the
7 credit reports. So I don't know how to answer
8 that correctly. I would assume that it was
9 incorrect based upon the reporting, but I saw no
10 payment history after the charge-off date.

11 Q. Okay. In paragraph 17c you state that:

12 "Wells Fargo Bank
13 falsely reported the
14 payment history of the
15 account to reflect that
16 payments were not made."

17 Do you see that?

18 A. I do.

19 Q. And is that effectively the same thing
20 you reference in paragraph 17a?

21 MS. BOLOS: Objection, form.

22 A. Yes.

23 Q. Okay. And then it says in paragraph
24 17d:

25 "Wells Fargo Bank

1 Tinny Suri
2 falsely reported a special
3 comment, also indicating
4 that the account had been
5 charged off before it was
6 paid in full."

7 Do you see that?

8 A. I do.

9 Q. And is that the same charge-off you
10 were referencing in paragraph 17b?

11 MS. BOLOS: Objection, form.

12 A. Yes.

13 Q. Okay. Are there any other aspects of
14 Wells Fargo's credit reporting on this account
15 that you claim are inaccurate besides what we've
16 discussed from paragraph 17?

17 A. No. I believe that's pretty much what
18 you read.

19 Q. Okay. Do you claim that Wells Fargo
20 failed to conduct a reasonable investigation when
21 it received from the consumer reporting agencies
22 the disputes you made regarding the credit
23 reporting on the account?

24 A. Yes.

25 Q. And what do you base your claim on that

1 Tinny Suri

2 Wells Fargo failed to conduct a reasonable
3 investigation?

4 A. Well --

5 MS. BOLOS: Objection. I'm just going
6 to insert an attorney/client privilege. I mean
7 if you want to limit your question away from his
8 discussions with counsel on that.

9 MR. GETTINGS: Sure.

10 MS. BOLOS: Otherwise I'm going to
11 instruct him not to answer.

12 MR. GETTINGS: I'll state it a
13 different way, and maybe we'll get there.

14 Q. Are you aware of any facts indicating
15 that Wells Fargo failed to conduct a reasonable
16 investigation in response to your credit disputes
17 to the consumer reporting agencies?

18 A. I don't know what investigations Wells
19 Fargo conducted internally, so I can't answer
20 that. I can only assume, based upon no changes
21 made to my credit report and being tagged as
22 charged off in collections -- or charge-off, I
23 would assume that nothing was done. That's my
24 assumption, again, without knowing anything about
25 the investigation.

1 Tinny Suri

2 Q. All right. So as we sit here today,
3 are you aware of any facts indicating that Wells
4 Fargo failed to conduct a reasonable
5 investigation or is it just an assumption on your
6 part?

7 A. Again, I can't answer because I don't
8 know what Wells Fargo did to conduct an
9 investigation. That's the best answer I can
10 provide you.

11 Q. Understood.

12 I'm now going to show you a document
13 we're going to label as Exhibit 16.

14 (EXHIBIT 16, EMAILS BETWEEN TINNY SURI
15 AND MARIAH FARRIS WITH WYNDHAM CAPITAL
16 MORTGAGE, 6/21-22/2021 -
17 SURI 000907-908, WAS IDENTIFIED.)

18 Q. Can you see Exhibit 16 on your screen,
19 Mr. Suri?

20 A. I do.

21 Q. All right. This is a document you
22 produced to us Bates labeled Suri 000907 to
23 000908.

24 Can you explain to me what this
25 document is?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. It's communication between my mortgage
4 company and myself in regards to my credit, my
5 credit score, and my application for a mortgage
6 in regards to what my credit history and what my
7 credit score -- how it would reflect based upon
8 what type of rates I could receive.

9 Q. So in June 2021 did you apply to
10 Wyndham Capital Mortgage for a refinance loan?

11 A. So I think there's a misunderstanding.
12 I refied my home in April. This was for a new
13 mortgage.

14 Q. Okay. So you refinanced your home, and
15 this is the home where I couldn't get the numbers
16 right at 10008 Maple Valley Drive; is that right?

17 A. That's correct. This one here, this
18 letter was for application -- well, which I
19 applied for a new mortgage for a possible new
20 home and locking in a rate.

21 Q. Okay. So you refinanced your existing
22 loan in April of 2021; is that right?

23 A. That is correct.

24 Q. Okay. And then were you looking to buy
25 a second home in June 2021 or looking to move in

1 Tinny Suri

2 June 2021?

3 A. Looking to downsize, to move.

4 Q. And did Wyndham Capital Mortgage
5 approve you for a new mortgage loan in June of
6 2021?

7 A. Yes, it did.

8 Q. Let me show you a document we are going
9 to mark as Exhibit 17.

10 (EXHIBIT 17, WYNDHAM CAPITAL MORTGAGE
11 UNDERWRITING CONDITIONAL APPROVAL,
12 4/5/2021, WAS IDENTIFIED.)

13 Q. Can you see Exhibit 17 on your screen,
14 Mr. Suri?

15 A. I do.

16 Q. Okay. So this document is entitled
17 Underwriting Conditional Approval related to
18 Wyndham Capital Mortgage.

19 Do you see that?

20 A. I do.

21 Q. So does this document pertain to your
22 refinance or pertain to your inquiry regarding a
23 potential new mortgage?

24 A. This was a refinance. If this was done
25 in March, yeah, a refinance.

1 Tinny Suri

2 Q. Okay. And so you were able to -- well,
3 I guess I should say Wyndham Capital Mortgage
4 approved you for a refinance in, it looks like,
5 around -- well, let me say that again.

6 So you applied for a refinance in March
7 of 2021 with Wyndham Capital Mortgage, and
8 Wyndham Capital Mortgage approved it; correct?

9 A. Correct.

10 Q. And was Wyndham Capital Mortgage the
11 mortgage company that you ultimately went with
12 for the refinance?

13 A. Yes.

14 Q. And was the rate at which you
15 refinanced your mortgage 3.375?

16 A. Correct.

17 Q. Do you know what the rate was on your
18 mortgage prior to the refinance?

19 A. Yes, I do. It was 3.75.

20 Q. Did you also take cash out from this
21 refinance transaction?

22 A. Yes, I did.

23 Q. Do you recall how much?

24 A. I think it was -- I don't recall. I
25 believe 10,000 or \$12,000.

1 Tinny Suri

2 Q. Do you recall what you put that money
3 towards?

4 MS. BOLOS: Objection. David, what's
5 the relevance of the cashout.

6 MR. GETTINGS: I'm entitled to explore
7 damages and figure out how he's been damaged.

8 MS. BOLOS: I think your entitled to
9 explore and discover what could eventually be
10 admissible. I don't understand how he used any
11 cash-out money would be relevant here.

12 BY MR. GETTINGS:

13 Q. You can answer the question, Mr. Suri.

14 THE WITNESS: Sylvia, it's okay to
15 answer that question?

16 MS. BOLOS: It is.

17 But David, if you're going to keep
18 going down that road -- hopefully you don't --
19 but we can just end the deposition and go for a
20 protective order. It's not relevant.

21 But Mr. Suri, you can answer it.

22 A. Yeah. Paid down a couple of credit
23 cards.

24 Q. Those credit cards that you paid down,
25 were any of them in collections?

1 Tinny Suri

2 A. No.

3 Q. All right. I'd like to show you a
4 document we're going to mark as Exhibit 18.

5 (EXHIBIT 18, LOANDEPOT DOCUMENTS,
6 3/23/2021, WAS IDENTIFIED.)

7 Q. This is a document you produced to us
8 Bates labeled -- maybe it was loanDepot's
9 production. It's a document we received either
10 from you or loanDepot, which is a 45-page PDF.
11 It looks to be a series of disclosures from
12 loanDepot. And I'm trying to get a date on here.
13 Yep, right around March 23rd, 2021.

14 Do you recall applying to loanDepot
15 for, I guess, a quote on the refinance loan you
16 received in March 2021?

17 A. Possibly. I did a few. I don't recall
18 all of them.

19 Q. Okay. And if you go down to this
20 Current Employment/Self-Employment section, do
21 you see it lists your employer or business name
22 as Fesco Group?

23 A. Yes.

24 Q. Did you provide that information to
25 loanDepot?

1 Tinny Suri

2 A. I believe so. I don't recall, but I
3 could have because I was still employed there.

4 Q. Okay. And it lists a gross monthly
5 income of \$15,000 per month.

6 Do you see that?

7 A. I do.

8 Q. Did you provide that information to
9 loanDepot at the time?

10 A. I believe I could have, yes.

11 Q. And was that an accurate representation
12 of your income at that time?

13 A. Yeah, sure.

14 Q. So let's talk about damages a little
15 bit more generally.

16 Are you claiming that you've suffered
17 damages as a result of Wells Fargo's credit
18 reporting on the account?

19 MS. BOLOS: Objection, form.

20 A. Yeah. I mean: Do I think there's
21 different forms of damages? I think --

22 Q. We'll get there.

23 A. Well, I would say yes. Let's start
24 there.

25 Q. So what are the damages you are

1 Tinny Suri

2 claiming as a result of Wells Fargo's credit
3 reporting?

4 A. Well, I think there's a couple of
5 things. I mean employers in my level and my
6 capacity, at my career level, pull credit
7 reports. That could be damaging based upon the
8 reflection of where my credit report is today.
9 That's number one.

10 Number two, when you apply for a
11 mortgage for a 30-year loan and you look at the
12 one- or two-point difference based upon a credit
13 report of what I could have achieved, financially
14 it makes a major impact across 30 years. So
15 that's another thing.

16 And the other part is it's a little
17 more personal when you go apply for loans. It's
18 a little embarrassing when you're a 630, 670;
19 applying for loans and not getting favorable --
20 provided or getting favorable rates based upon my
21 credit score. And I think those are damaging.
22 And I think from a personal standpoint, that
23 the -- if you notice my credit report, it's
24 pretty good. It's clean. There's nothing there
25 except for this red mark and stain. And I think

1 Tinny Suri

2 that's affected everything that I just mentioned.

3 Q. So are you aware of any employers
4 pulling your credit report while the Wells Fargo
5 account was showing as charged off?

6 A. I don't know all of them because I had
7 to provide that information. So I don't know who
8 pulled what. I can't answer that.

9 Q. So as you sit here today, you're not
10 aware of any employers pulling your credit report
11 and the credit report reflecting a Wells Fargo
12 charge-off; is that right?

13 MS. BOLOS: Objection, form.

14 A. Correct.

15 Q. So besides the refinance transaction we
16 discussed in March 2021 and the new mortgage you
17 were exploring later on in 2021, have you applied
18 for any other credit in the last, we'll say, five
19 years?

20 A. Sure. Cars. I lease cars every two
21 years, three years. Purchased a car.

22 Q. When was the last time you purchased a
23 car?

24 A. Purchased was back in 2015. Leased the
25 last two times -- this new car last year.

1 Tinny Suri

2 Q. And what car did you lease last year?

3 A. It's my wife's. It's a Kia Seltos.

4 Well, it's under my name. Yeah, a Kia Seltos
5 four-by-four.

6 Q. And are you aware of the terms of that
7 lease changing at all based on the existence of a
8 Wells Fargo charge-off on your credit report?

9 A. I don't know how to answer that, but
10 the lease term is three years. But what the
11 rate -- I don't know what the interest rate was
12 on that lease to control based upon my credit
13 score. They don't share that information with
14 me, so I couldn't answer that accurately.

15 Q. Okay. Are you aware of the terms of
16 any car lease changing based on the existence of
17 a Wells Fargo charge-off on your credit report?

18 A. No, nothing that was shared with me.
19 But I know that in the past where I purchased or
20 leased a car, when they came back and explained
21 to me that I could get the best rate based upon
22 my great credit score I had, I can only assume
23 that later -- recently that my interest rates
24 could be a reflection without knowing, without
25 them sharing that information with me. So I

1 Tinny Suri

2 don't know.

3 Q. Okay. So let's move on from car loans.

4 Let's talk about other forms of credit.

5 Are you aware of any rates on credit
6 cards that you've taken out or opened increasing
7 as a result of the Wells Fargo account showing on
8 your credit report?

9 A. You mean new credit cards are you
10 asking?

11 Q. New or existing credit cards. Are you
12 aware of any instance where the rate on a credit
13 card changed based on Wells Fargo reporting a
14 charge-off on your credit report?

15 A. I had a couple of credit cards change
16 their interest rate to a little higher interest
17 rate, but they did not tell me why. So I can't
18 answer if it's due to the charge-off or my credit
19 rating changing. I can't tell you that.

20 Q. When did that occur?

21 A. A few months ago. We received a letter
22 from one of our credit cards that the interest
23 rate just went up. And I could produce that.
24 I'll find it.

25 Q. Which credit card was that? Do you

1 Tinny Suri

2 recall?

3 A. I don't remember. Quite a few.

4 Q. Besides the one a few months ago, do
5 you have any recollection of any other credit
6 card changing your rate in the last several
7 years?

8 A. I don't recall, no.

9 Q. So we've talked about auto loans, we've
10 talked about credit cards. We'll get to
11 mortgages in a second.

12 Besides auto loans and credit cards and
13 putting aside mortgages as well, have you applied
14 for any other forms of credit in the last three
15 years?

16 A. So a home equity loan with Huntington
17 Bank twice and both approved; one paid off in
18 full and the other one I declined because the
19 rates changed, and I didn't want to pay that high
20 interest rate. So I declined the second loan
21 after being approved.

22 Q. When was that second loan that you
23 declined?

24 A. That was, I believe, after the mortgage
25 -- I would say May, June of this year.

1 Tinny Suri

2 Q. 2021?

3 A. Yes.

4 Q. Was your wife a coapplicant on that
5 loan?

6 A. (Shaking head negatively.) Just me.

7 Q. And did Huntington Bank tell you why
8 the rates changed?

9 A. Did not.

10 Q. Do you know why the rates changed?

11 A. I do not.

12 Q. Okay. So let's talk about mortgage
13 loans now.

14 You refinanced your mortgage with
15 Wyndham Capital Mortgage in the March/April 2021
16 time frame; correct?

17 A. Correct.

18 Q. Prior to that refinance, had you
19 applied for a mortgage loan or a refinance loan
20 between 2015 and 2021?

21 A. No.

22 Q. Approximately how many mortgage
23 companies did you inquire with regarding the
24 refinance?

25 A. I don't recall. I think it could be

1 Tinny Suri

2 three or four companies. I'm not sure.

3 Q. And was the Wyndham Capital offer the
4 best rate you received of those companies to
5 which you applied?

6 A. Yes.

7 Q. Now, with respect to the new mortgage
8 that you applied for later in 2021, how many
9 companies did you inquire with with respect to
10 that mortgage?

11 A. You know what, I don't recall. It
12 could be three or four companies outside of
13 Wyndham.

14 Q. And did each of those companies approve
15 you for a new mortgage?

16 A. I don't know. I mean I don't remember.
17 Because I did provide the information to them,
18 and they ran my credit history and everything
19 else. I don't recall. I know that I selected
20 one, that was Wyndham, went back to them, and
21 they gave me a preapproved letter, provided one,
22 and locked in the interest rate for me for 30
23 days.

24 Q. And did you ultimately take out that
25 loan with Wyndham that it approved?

1 Tinny Suri

2 A. I did not. I didn't sell my home.

3 Q. So you put your house up for sale but
4 weren't able to sell it?

5 A. Correct.

6 Q. Were you under any sort of contract,
7 contingent or otherwise, to purchase a home at
8 that same time?

9 A. No. We bid on a home and had the
10 inspection and walked away. That was it.

11 Q. Do you recall why you walked away?

12 A. 40 pages of bad inspection report.

13 Q. Are you still looking to move?

14 A. Yes.

15 Q. Are you currently applying for any
16 mortgages?

17 A. Not yet.

18 Q. Do you know what your credit score was
19 in March of 2018?

20 A. No.

21 Q. Do you know what your credit score was
22 at the time that you filed the complaint?

23 A. I did after realizing -- when I pulled
24 my credit score, then I realized what it was.

25 Q. All right. So what is the -- let me

1 Tinny Suri

2 ask it a different way.

3 As we sit here today, are you aware
4 specifically of any credit scores attributed to
5 you? And if so, in what time frame were they
6 attributed?

7 A. When you say "attributed to me," you're
8 saying in the last -- since I was aware of what
9 has happened and I pulled my credit score?

10 Q. Let me ask a different nonlawyer
11 question. What I'm just trying to get at is your
12 understanding of what your credit score has been
13 throughout the years.

14 So what is the most recent you can
15 recall pulling your credit card score and what
16 was it?

17 A. So I've never pulled my credit score
18 prior to all of this. And we'll step back and
19 explain why I knew what my credit score was prior
20 to that.

21 But first, I pulled my credit score,
22 being aware of this incident. And like I said,
23 as soon as I was denied, I pulled my credit score
24 and realized it was 630, 670. It was a mistake
25 to be that low, but that's what it was. And then

Tinny Suri

I continued to pull from Credit Karma, a third-party source, just to continue -- and actually I paid a subscription to TransUnion for a few months to maintain and monitor what was going on through the dispute, if any changes were being made. And I continue on to this day.

So my credit score hasn't gone above 700 in the last -- who knows how many months.

I'm smiling because I can't believe it myself, but that's where I'm at.

But prior to that my acknowledgement was from all the loans that I've applied for. And a lot of creditors do not share your credit score with you because that's not what they do. And you're well aware of that. But what they do tell me is, because of my excellent credit and my great credit score that I had previously, I had the best rates possible and they extended all the best opportunities to have these loans.

And so my assumption would have been -- and at one point -- I can't tell you who -- a few years prior to that, prior to 2015, one did disclose my credit score, and they told me it was up to 780.

1 Tinny Suri

2 So that's the best I can tell you to
3 answer that question.

4 Q. And when you say your score has not
5 gone above 700, what bureau are you referencing a
6 report from that said that?

7 A. All of them.

8 So let me rephrase that.

9 So all of them I monitor. That's
10 Equifax, TransUnion, and Experian. And they
11 fluctuate. One hits 701, the next week later
12 673. So it fluctuates on a continuous basis.
13 And I can provide those -- I saved a lot of
14 those. Every time I pull one I save the
15 screenshot. So I have those records on file as
16 well.

17 Q. Any sense in the last two years as to
18 the highest credit score from any of the bureaus
19 you think was attributed to you?

20 A. You're asking me what's the highest
21 I've seen in the last two years?

22 Q. Correct.

23 A. Since this started I don't know. I
24 think the highest I've seen since I've pulled my
25 credit report from this incident, I would say the

1 Tinny Suri

2 highest was 706 at one point.

3 Q. I'm going to pull back up Exhibit 18
4 again. This is the loanDepot subpoena response
5 that we received.

6 A. Sure.

7 Q. And this document is showing a credit
8 score from Experian of 757 in March 2021.

9 Have you seen this document before?

10 A. Never saw that document.

11 Q. Okay. Would it surprise you if in
12 March 2021 Experian was showing a 757?

13 A. I'd be shocked, but I didn't know that.
14 But after, when I pulled my credit score, it was
15 not even close to that. So I don't know how that
16 happened.

17 I'm sorry. What date was that?

18 Q. March 20, 2021.

19 A. Okay.

20 Q. Does that change any of your answers?

21 A. I don't know why it dropped all the way
22 down to 670 in the next two months. It's
23 shocking.

24 Q. As we sit here today, are you aware of
25 any specific dollar amount that Wells Fargo's

1 Tinny Suri

2 credit reporting on your account has cost you in
3 your mind?

4 MS. BOLOS: Objection, form.

5 A. No, I don't know.

6 Q. Are you asserting in this lawsuit that
7 Wells Fargo's credit reporting has caused you any
8 emotional damages?

9 A. No.

10 Q. Are you asserting in this lawsuit that
11 Wells Fargo's credit reporting has caused you any
12 physical damages?

13 A. No, no physical damages.

14 MR. GETTINGS: Mr. Suri, I think I am
15 pretty close to done. What I'm going to do is
16 take 10 minutes, if that's okay with you, look at
17 my notes, come back. And then, assuming I'm done
18 or close to done, what I would suggest, Sylvia,
19 is that I finish up my questions, we break for
20 lunch, and then the CRAs can go.

21 MS. BOLOS: So you want to take a
22 10-minute break you said and then come back,
23 finish up for Wells Fargo, and then do a lunch?

24 MR. GETTINGS: Correct.

25 Does that work for everyone else?

1 Tinny Suri

2 MS. BOLOS: It works for me.

3 Mr. Suri, I think you're good; right?

4 THE WITNESS: I'm good.

5 MR. GETTINGS: Okay. So let's take 10
6 minutes, and I'll be back and hopefully be quick.

7 THE WITNESS: Thank you.

8 (A RECESS WAS TAKEN FROM 12:51 P.M.
9 TO 1:02 P.M.)

10 BY MR. GETTINGS:

11 Q. All right. Only a few more questions,
12 Mr. Suri.

13 So Mr. Suri, you and your wife made the
14 joint decision that you would both be account
15 holders on the Wells Fargo account; correct?

16 A. Correct.

17 Q. And you and your wife made the joint
18 decision that she would file for bankruptcy in
19 April of 2018; correct?

20 A. That is correct.

21 MR. GETTINGS: I have no further
22 questions, Mr. Suri.

23 So we can go off the record, Debbie.

24 (A DISCUSSION WAS HELD OFF THE RECORD.)

25 (LUNCH RECESS FROM 1:02 P.M.

1 Tinny Suri

2 TO 1:31 P.M.)

3 EXAMINATION

4 BY MS. BARR:

5 Q. Mr. Suri, my name is Callie Barr, and I
6 represent Experian in this case. A lot of the
7 introductory questions we've already gone
8 through, hallelujah. So I'm going to start here
9 by just looking at the complaint, which was
10 marked as Exhibit 15. So I'm going to screen
11 share with you.

12 Does that look right for everyone?

13 A. I can see it.

14 Q. You can see it? Okay. Great.

15 So we're going to go to page 9. This
16 is Factual Allegations -- well, first -- yeah,
17 this is already marked Exhibit 15. This is the
18 complaint. It says Factual Allegations Relative
19 to Experian.

20 Do you see that?

21 A. I do.

22 Q. And we have:

23 "On January 12, 2021,
24 Mr. Suri obtained a copy
25 of his Experian consumer

1 Tinny Suri

2 file which is used by
3 Experian to generate
4 consumer reports ...

5 Is that right?

6 A. Yes.

7 Q. And how did you get a copy of your
8 consumer file?

9 A. I'm trying to recall because I'm not
10 sure if I remember correctly. But I pulled it
11 down. I went online and pulled my credit file
12 online from Experian directly as well as the
13 other ones.

14 Q. Okay. So you have an account with
15 Experian?

16 A. I did. I don't anymore, but I did a
17 while back.

18 Well, let me rephrase that. I'm sorry.

19 So I had an account with TransUnion
20 working for all three credit bureaus. So I paid
21 for that subscription. And I believe at that
22 point I pulled down Experian and the TA -- or the
23 TransUnion credit reports.

24 Q. Okay. Was this the first report that
25 you pulled after discovering that the account was

1 Tinny Suri

2 charged off?

3 MS. BOLOS: Objection, form.

4 A. I don't recall. I think I pulled the
5 reports prior to that as well. But I think this
6 was a second copy.

7 Q. Okay. Thank you.

8 It says: "That disclosure of
9 Mr. Suri's" -- this is paragraph 4.

10 "That disclosure of
11 Mr. Suri's file contained
12 inaccurate credit
13 information relating to
14 the WFB account."

15 Or the Wells Fargo Bank account.

16 Did I read that right?

17 A. Yes.

18 Q. Can you explain that to me?

19 MS. BOLOS: Objection, form.

20 A. I'm sorry. I didn't get the question.
21 Can I explain to you what? I'm sorry.

22 Q. How that disclosure contained
23 inaccurate information.

24 A. So you're saying how the things that we
25 submitted to Wells Fargo -- that was submitted,

1 Tinny Suri

2 how was that misinformation? So as I mentioned
3 before, I believe that the charge-off was
4 incorrect and that affected my credit score. And
5 I think I tried to answer that earlier. Am I
6 adding to it?

7 Q. No. I think that's right. And I
8 think, just to clarify, you agreed that the
9 account was charged off, but you disagreed with
10 their decision to charge it off; is that right?

11 A. I believe so, yes.

12 Q. Okay. And then in paragraph 48:

13 "On February 8, 2021,
14 Mr. Suri disputed the
15 inaccurate information
16 with Experian ..."

17 Can you explain that to me?

18 MS. BOLOS: Objection, form.

19 A. So can I explain that to you --

20 Q. Let me ask a better question.

21 How did you dispute this information?

22 A. So my attorneys put together a dispute
23 letter based upon my information and submitted it
24 to Experian.

25 Is that what you're asking?

1 Tinny Suri

2 Q. Yep. Thank you very much.

3 I'm going to stop share here for a
4 minute.

5 I'm now going to share what's going to
6 be Exhibit 19. I believe that was where we left
7 off. Correct me if I'm wrong. And I'll share
8 this in the chat as well.

9 (EXHIBIT 19, CERTIFICATE OF SERVICE
10 DECLARATION OF MAILING TO EXPERIAN,
11 2/9/2021 - SURI 000550-0591, WAS
12 IDENTIFIED.)

13 Q. Mr. Suri, can you see this?

14 A. I can.

15 Q. Can you tell me what this is?

16 MS. BOLOS: Objection, form.

17 A. So that looks like that was a letter
18 mailed out to you -- or to Experian, I'm sorry,
19 certified. Yeah. So for proof of delivery.

20 Q. Thank you.

21 And right here do you see where it says
22 the address? It says Experian, 701 Experian
23 Parkway, Allen, Texas, 75013-3715.

24 A. I do see that.

25 Q. And this is a United States Postal

1 Tinny Suri

2 Service certified mail receipt; is that right?

3 A. Yes.

4 Q. And can you tell me what this is?

5 A. This is my address and the Experian
6 Parkway address and my Social Security number.

7 Q. This is your dispute letter, is that
8 right, to Experian?

9 A. I believe so.

10 Q. And then you stated that your attorneys
11 put this together for you and mailed it to
12 Experian; is that right?

13 A. I believe that is correct, yes.

14 Q. Do you know is this the same letter
15 that was also sent that we discussed earlier?

16 A. Yes. This looks like the identical
17 letter for the other dispute.

18 Q. And here, as we said earlier, you're
19 disputing this Wells Fargo Bank account as a
20 charge-off; is that right?

21 A. That's correct.

22 Q. I'm going to stop share there.

23 Thank you for your patience with me.

24 We're going to pull up another new
25 exhibit. So this will be Exhibit 20.

1 Tinny Suri

2 (EXHIBIT 20, EXPERIAN FICO SCORE,
3 1/12/2021 - SURI 000204-0270,
4 WAS IDENTIFIED.)

5 MS. BARR: It seems to take a minute
6 for me to get the screen share. Here we go.

7 Q. Are you able to see this?

8 A. Yes, I can.

9 Q. And can you tell me what this is,
10 please?

11 MS. BOLOS: Objection, form.

12 A. It looks like my FICO score, 704.

13 Q. Okay. And right there it says
14 Experian. It has a date generated of January
15 12th, 2021.

16 A. Okay.

17 Q. Is that right?

18 A. That's what I see there, yes.

19 Q. And earlier in your complaint the date
20 of the online disclosure was also January 12th,
21 2021; is that right?

22 A. It could be. I don't remember. The
23 disclosure, the one you shared earlier?

24 Q. Okay. So I'll just show you here on
25 the complaint.

1 Tinny Suri

2 A. Yeah, I see it.

3 Q. Okay. January 12th. So I just want to
4 make sure we're on the same -- so this is the
5 consumer disclosure that you are mentioning in
6 the complaint; is that right?

7 A. Correct.

8 Q. Okay. Are you able to see --

9 A. I see the Wells Fargo statement, yes.

10 Q. And is this the account that is at
11 issue here?

12 A. That is correct.

13 Q. And the account type is a revolving
14 charge account; is that right?

15 A. I see that, yes.

16 Q. Its payment status is paid and was a
17 charge-off; is that right?

18 A. I see that.

19 Q. So Experian isn't your creditor; is
20 that right?

21 MS. BOLOS: Objection, form.

22 A. That's correct.

23 Q. And we agreed that this account was
24 charged off; correct?

25 MS. BOLOS: Objection, form.

1 Tinny Suri

2 A. We agreed it was charged off
3 incorrectly, but yes.

4 Q. And then this account was paid; is that
5 right?

6 A. Paid in full.

7 Q. What is it that you believe Experian
8 did wrong here?

9 A. I think -- well, I can't answer that
10 because I don't know what the process is and what
11 Experian did or did not do during the dispute.
12 So my assumption would be that if the charge-off
13 is still showing, that I would assume that
14 there's some incorrect reporting between the
15 entities. And that's the best I can answer that
16 question.

17 MS. BARR: Okay. If everybody can give
18 me a minute, I'm going to drop that consumer
19 disclosure in the share.

20 Q. So Mr. Suri, is it your position that
21 Experian should be liable for any inaccuracy on
22 your credit report?

23 MS. BOLOS: Objection, form.

24 A. I don't know how to answer that
25 question because legally I'm not an attorney, so

1 Tinny Suri

2 I don't know what the liabilities may be. I
3 don't know what the communications were between
4 Experian and Wells Fargo in order to rectify
5 this. So I can't answer that. I have to leave
6 that to the legal system to address that.

7 Q. Okay. So why are you suing Experian?

8 A. Again, I think it's inaccurate
9 reporting, to my knowledge, and based upon what I
10 hired my counsel to assist; and to let the legal
11 system decide what the recourse will be to
12 correct this between the credit bureaus and Wells
13 Fargo. That's the best way I can address this.

14 Q. Okay. So is it right to say that your
15 dispute with Experian is that it reported
16 something that you believe is incorrect?

17 A. Exactly.

18 Q. Okay. I'm going to pull up our next
19 consumer disclosure here. And also I'll drop
20 this one in in a moment. And this will be
21 Exhibit 21.

22 (EXHIBIT 21, EXPERIAN ONLINE CONSUMER
23 DISCLOSURE, 4/16/2021 -
24 SURI 000311-0415, WAS IDENTIFIED.)
25 (EXHIBIT 21A, EXPERIAN ONLINE CONSUMER

1 Tinny Suri

2 DISCLOSURE, 6/29/2021 -

3 SURI 000911-1002, WAS IDENTIFIED.)

4 Q. Okay, Mr. Suri. Do you see that this
5 has your name on the top, Tinny Suri, it says
6 personal and confidential, and the date generated
7 is April 16, 2021?

8 A. I see it, yes.

9 Q. And would you agree that this is an
10 Experian online consumer disclosure?

11 A. It looks like it to me.

12 Q. Okay. And do you see this where it
13 says WF Bank NA?

14 A. I see it.

15 Q. And this is the account that we've been
16 discussing?

17 A. Yes, it is.

18 Q. Status says: "Paid, closed. \$3,067
19 written off." Is that right?

20 A. That's what I see.

21 Q. And it says March of 2020?

22 A. I see that as well.

23 Q. And this is the same consumer
24 disclosure that was also in your complaint; is
25 that right?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. Correct.

4 Q. So we're also going to look here --
5 this is on page 100. It says Contact Experian.

6 Do you see that?

7 A. I do.

8 Q. And it says Mail Experian, and it says
9 PO Box 9701, Allen, Texas, 75013; is that right?

10 A. Sure.

11 Q. Mr. Suri, we're going to go back to
12 Exhibit 19. The address listed where your
13 dispute was sent was Experian, 701 Experian
14 Parkway; is that right?

15 A. I see that, yes.

16 Q. And those are different addresses,
17 aren't they?

18 A. They are, clearly.

19 Q. How did you get an address to send --
20 well, you didn't; right? Your attorney sent the
21 letter; is that right?

22 A. On my behalf, yes.

23 Q. So Experian did not receive your
24 dispute at the given dispute address; is that
25 right?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. I couldn't answer that. I don't know
4 if they did or not.

5 Q. Okay. But the address where your
6 dispute was sent was not the address that we just
7 saw on the consumer disclosure; is that right?

8 A. Two different addresses, I agree.

9 Q. Okay. And your dispute was not sent to
10 the address that was on the consumer disclosure;
11 is that right?

12 A. A PO box, no, it was not sent to a PO
13 box.

14 Q. Okay. I'm now going to show
15 Exhibit 23. And Mr. Suri, this says:

16 "Enclosed please find
17 Plaintiff's Responses
18 to Experian's
19 Interrogatories."

20 Do you see that?

21 A. I do.

22 Q. Did you read these?

23 A. Yes, I have.

24 Q. And you verified them?

25 A. To the best of my knowledge, yes.

1 Tinny Suri

2 THE COURT REPORTER: Callie, I think
3 this should be 22. Did I miss one?

4 MS. BARR: Is this 22?

5 THE COURT REPORTER: I think this is
6 22, yes.

7 MS. BARR: 19 should be the letter, 20
8 is a consumer disclosure, 21 is another consumer
9 disclosure. You're right, 22. Thank you.

10 (EXHIBIT 22, TINNY SURI'S RESPONSES TO
11 EXPERIAN'S INTERROGATORIES, WAS
12 IDENTIFIED.)

13 Q. So interrogatory 19 says:

14 "Describe all actual
15 damages suffered by
16 Plaintiff as a result of
17 Experian's alleged
18 actions, including the
19 nature of each item of
20 damage, the amount of each
21 item of damage, the date
22 each item of damage was
23 incurred ..." et cetera.

24 Do you see that?

25 A. I do.

1 Tinny Suri

2 Q. Can you explain how you've been damaged
3 by Experian?

4 MS. BOLOS: Objection, form.

5 A. I think, again -- I think I addressed
6 that earlier as far as my financial liabilities
7 could be affected, mortgage rates, being upset at
8 what I've worked hard to put together. I think I
9 have the right to be upset after looking at my
10 credit report and where I've gone from to this
11 point based upon a negative blemish on my credit
12 prior to perfect credit. And I think those are
13 the best ways I can address it. And like I said,
14 I addressed it earlier.

15 So there's other things that can have a
16 cause and effect that can be financially
17 compounded or affect me through like purchasing a
18 new home, new rates, or just even embarrassment
19 from my creditors or potential opportunities for
20 employment that could pull my credit report.

21 So I think that's the best way I can
22 address that.

23 Q. Okay. I'm going to read your response
24 to this interrogatory. You say:

25 "My injuries include

Tinny Suri

symptoms of anxiety,
exhaustion, irritability,
frustration, and nerves.
These symptoms have caused
me to operate under high
levels of stress, suffer
from worrying and lessened
sleep, to be distracted
throughout the day, and
have led to decreased time
spent enjoying family and
friends. My wife has
knowledge of my injuries."

Is that right?

A. Correct.

Q. And these are your emotional damages;
is that right?

MS. BOLOS: Objection, form.

A. Yeah. I would say that's affected me
in a negative way. So yes.

Q. Besides what's written here, is there
anything that you would add to that as far as
emotional damages?

A. No. I think that covers pretty much

1 Tinny Suri

2 it.

3 Q. Was your wife's bankruptcy stressful?

4 MS. BOLOS: Objection, form.

5 A. Sure it was.

6 Q. Did that cause anxiety?

7 MS. BOLOS: Objection, form.

8 A. No. Because while we were well aware
9 of what was going to happen and how, we made that
10 decision. But when you're blindsided like this,
11 it's a different story.

12 Q. Did the lawsuit cause you anxiety or
13 cause emotional distress?

14 MS. BOLOS: Objection, form. Which
15 lawsuit are you talking about?

16 MS. BARR: The lawsuit that he
17 mentioned earlier today.

18 MS. BOLOS: So not the one we're in a
19 deposition for?

20 MS. BARR: Correct.

21 Q. I'm sorry. I'll be clear.

22 We just talked about your wife's
23 bankruptcy. And so the lawsuit that led to your
24 wife's bankruptcy, did that cause stress?

25 A. Sure.

1 Tinny Suri

2 Q. Okay. Have you taken any medication
3 for this?

4 A. No. I mean if you're looking at
5 medication for depression and all that, no.

6 Q. Have you seen any medical personnel for
7 your emotional distress?

8 A. No.

9 Q. Any counselors?

10 MS. BOLOS: Objection, form. Are you
11 talking about attorneys?

12 A. No, I haven't seen any counselors.

13 Q. Do you have any physical symptoms?

14 MS. BOLOS: Objection, form.

15 THE WITNESS: Can I address that?

16 MS. BOLOS: Yes.

17 A. So let me tell you just a cause and
18 effect, because I didn't bring this up earlier.
19 I had open heart surgery, five bypasses, so
20 stress. I'm a type 2 diabetic, stress. So all
21 of this has compounded part of my health, yes.
22 And that all happened within the last five years.
23 So yes.

24 Q. When did you say you had your open
25 heart surgery?

1 Tinny Suri

2 A. 2015.

3 Q. You also said you're a type 2 diabetic;
4 is that right?

5 A. That's correct. Stress affects all of
6 that. So I just wanted to make sure everybody
7 knows that.

8 Q. Are those conditions themselves
9 stressful to have?

10 A. That's a good question. But if you
11 manage it correctly -- with my constitution and
12 my attitude, those things aren't that stressful
13 if you manage it correctly. But if you compound
14 the stresses to any of my ailments like that, it
15 does make a cause and effect.

16 Q. Okay. Let's see. I've got another
17 question here.

18 So interrogatory number 5, it says:

19 "For each denial of
20 credit or insurance during
21 the past five years,
22 describe the denial ...
23 the reasons given for the
24 denial, any dispute
25 related to the denial."

1 Tinny Suri

2 Do you see that?

3 A. I do.

4 Q. Okay. It says:

5 "Plaintiff identifies to
6 the best of his knowledge
7 the following creditors to
8 whom he submitted
9 applications for credit
10 within the past 24 months
11 and was either denied
12 credit or received credit
13 on less than favorable
14 terms."

15 So here you have:

16 "In May/June 2020 I
17 applied to Capital One for
18 a Menards Big Card, and my
19 application was denied and
20 Capital One stated it
21 relied upon a TransUnion
22 report in ..." deciding
23 that decision.

24 So that has nothing to do with
25 Experian; is that right?

1 Tinny Suri

2 A. I saw that, yes.

3 Q. Okay. And it says:

4 "I reviewed my credit
5 file and disputed the
6 reporting with Wells Fargo
7 and the credit reporting
8 agencies. In June 2021 I
9 applied to refinance my
10 mortgage and while my
11 application was ultimately
12 approved, I believe that
13 it was approved on less
14 favorable terms than had
15 the Wells Fargo account
16 been reported accurately."

17 Is that right?

18 A. That is correct.

19 Q. On this application were you told that
20 you were approved on less favorable terms?

21 A. On the initial application, no. But I
22 did request additional information, which you
23 have a copy of, the response from Wyndham
24 Capital.

25 Q. What are you referring to?

1 Tinny Suri

2 A. It wasn't my refinance. It was for the
3 new mortgage, I believe, in June of this year.

4 Q. Right. So let me clarify. In June you
5 applied for a new mortgage. And it's not your
6 refinance, it's your new mortgage that you
7 believe was approved on less favorable terms; is
8 that right?

9 A. That is correct.

10 Q. Okay. Were you told that you were
11 given less favorable terms on what Wells Fargo
12 was reporting?

13 A. So specifically Wells Fargo? No.
14 Based upon my credit score, because of a cause
15 and effect -- based on credit score. They didn't
16 say Wells Fargo. Based on my credit score that
17 affected -- cause and effect from Wells Fargo
18 reporting.

19 That's me saying that. But for them
20 they didn't say specifically Wells Fargo.

21 Q. Okay. So that's just your assumption?

22 MS. BOLOS: Objection, form.

23 A. If you want to put it that way, okay.
24 My credit score wouldn't have been affected if
25 Wells Fargo had reported it correctly. So

1 Tinny Suri

2 however you want to take it, but yes.

3 Q. Okay. We're going to look at
4 Exhibit 23. Mr. Suri, if you see this, it
5 says Informative Research PreClose Monitoring
6 Report. And this is from Wyndham Capital
7 Mortgage.

8 Do you see that?

9 A. I do.

10 (EXHIBIT 23, INFORMATIVE RESEARCH
11 PRECLOSE MONITORING REPORT - WYNDHAM
12 CAPITAL MORTGAGE, 3/25/2021 -
13 SURI 004924-4984, WAS IDENTIFIED.)

14 Q. And this was ordered on March 25th,
15 2021.

16 Do you see that?

17 A. That was my refi, yes.

18 Q. And right here it has Bureau Score
19 Information on page 3.

20 Do you see that?

21 A. I do.

22 Q. Okay. And can you tell me what
23 Experian's score was at this time?

24 A. 757.

25 Q. 757. And then we're going to scroll

1 Tinny Suri

2 down.

3 Okay. There's a faster way to do this
4 probably.

5 Right here.

6 Do you see where it says WF Bank NA?

7 A. I do.

8 Q. Okay. And this is the account that
9 we've been discussing; correct?

10 A. That is correct.

11 Q. Okay. It says a paid charge-off right
12 here.

13 Do you see that?

14 A. I do.

15 Q. Okay. Now, if we go back and we look
16 at your January 12th, 2021 consumer disclosure --
17 do you see this right here? It has the Wells
18 Fargo Bank account.

19 A. I do.

20 Q. Okay. And the score here says 704.

21 A. I see that.

22 Q. And this was on January 12th, 2021; is
23 that right?

24 A. That is correct.

25 Q. Okay. And here this is in March 2021;

1 Tinny Suri

2 is that right?

3 A. I see that, three months later.

4 Q. Three months later. And this says 757;

5 is that right?

6 MS. BOLOS: Object to the form.

7 A. I see that.

8 Q. I'm sorry. I didn't get your answer.

9 A. I do see that, yes.

10 Q. Okay. So there's actually an increase
11 in the credit score here; is that right?

12 A. That's what it appears to be.

13 Q. We're going to go to Exhibit 16. I
14 believe this was 16. This was the letter.

15 Give me one minute.

16 All right. The date on this letter is
17 June 22nd, 2021.

18 Do you see that?

19 A. I see it.

20 Q. Okay. And right here, second
21 paragraph, last sentence:

22 "We pull from all three,

23 Experian (757), Equifax

24 fax (697), and TransUnion

25 (700). These were your

1 Tinny Suri

2 scores that were pulled."

3 Do you see that?

4 A. I do.

5 Q. Okay.

6 "Yes, you would have
7 qualified for a slightly
8 better rate if your median
9 score was higher.

10 Anything above 740 is
11 going to give you the top
12 tier pricing of interest
13 rates."

14 Do you agree that that's what that
15 says?

16 A. That's what it says, yes.

17 Q. Okay. An Experian score of 757 was
18 more than that; right? It was more than 740; is
19 that right?

20 A. I agree.

21 Q. So Experian would not be the cause of
22 any damage here; is that right?

23 MS. BOLOS: Objection, form.

24 A. Yeah. It wouldn't have affected my
25 score in this particular case, yes.

1 Tinny Suri

2 Q. And Experian was not mentioned on the
3 Capital One?

4 A. That is correct. It was not mentioned
5 on the Capital One dispute, yes.

6 Q. I think your actual score was actually
7 higher in March than it was in January, the 757;
8 is that right?

9 MS. BOLOS: Objection to form.

10 A. It appears to be that way.

11 Q. So Experian hasn't damaged you;
12 right?

13 MS. BOLOS: Objection to form.

14 A. I don't know what the damages are that
15 I can answer that. But a negative mark is still
16 on my report. And how that affects my future I
17 can't address.

18 MS. BARR: I'm just going to take like
19 a five-minute break. Is that okay?

20 MS. BOLOS: Sure.

21 MS. BARR: Thank you.

22 (A RECESS WAS TAKEN FROM 2:08 P.M.
23 TO 2:17 P.M.)

24 BY MS. BARR:

25 Q. Not very many more questions from me

1 Tinny Suri

2 and I'll pass the baton.

3 MS. BOLOS: It's like a marathon.

4 Q. So do you have any document, Mr. Suri,
5 that says that Experian specifically caused you
6 any form of credit harm?

7 MS. BOLOS: Objection, form.

8 A. I don't. Outside of the credit report,
9 I possess nothing else that mentions any of those
10 things against Experian besides my dispute.
11 That's all.

12 Q. And has any credit furnisher told you
13 specifically that Experian has caused you
14 damages?

15 MS. BOLOS: Objection, form.

16 A. Not to my knowledge yet, no.

17 Q. And then your emotional damages in
18 regard to Experian are specifically because
19 Experian reported the Wells Fargo account as
20 charged off and paid; is that right?

21 A. Yes.

22 Q. Okay. Is there any other reason?

23 MS. BOLOS: Objection, form.

24 A. No.

25 Q. And then finally, to your knowledge,

1 Tinny Suri

2 were any of Experian's procedures unreasonable?

3 MS. BOLOS: Objection, form.

4 A. When you say "procedures," I don't
5 understand. Can you clarify?

6 Q. Sure. What could Experian have done
7 better here?

8 MS. BOLOS: Objection, form.

9 A. Again, I don't know what the
10 communications between Experian and Wells Fargo
11 to rectify that charge-off would have been, so I
12 can't really address that. But I think that
13 could have been something that would have been
14 done viable for me as a positive.

15 Q. Okay. But if Wells Fargo charged off
16 the account and Experian reported it as charged
17 off, what could Experian have done better?

18 MS. BOLOS: Objection to form.

19 A. I don't know how to address that. I
20 don't know. I don't know the workings between
21 all the credit unions and how you work
22 internally, so I can't address that.

23 MS. BARR: I'm done. Thank you for
24 your time.

25 THE WITNESS: Thank you.

1 Tinny Suri

2 EXAMINATION

3 BY MR. HUSE:

4 Q. All right. I believe it's my turn.

5 Good afternoon, Mr. Suri. My name is
6 William Huse. I'm counsel for credit reporting
7 agency TransUnion. I'm going to try to move
8 through as quickly as I can. We've got a number
9 of documents, though. And I apologize if some of
10 my questions seem disjointed because of the
11 questions already previously asked.

12 First and foremost, with respect to
13 emotional distress damages, are you seeking any
14 emotional distress damages from TransUnion?

15 MS. BOLOS: Objection, form.

16 A. I don't know if it's emotional distress
17 damages. I think there's a whole total -- I
18 would say there's a bundle issue going on here.
19 I think there's quite a few things all in one
20 box, and I think that's just a part of it. But
21 what are the damages? I don't know. Like I
22 said, I'm not an attorney, and I have to leave
23 that up to the courts to decide based upon what's
24 been already submitted. That's the best way I
25 can answer that.

1 Tinny Suri

2 Q. Okay. Then to be clear, are your
3 damages you're seeking against TransUnion, are
4 they based on the fact that TransUnion reported
5 your Wells Fargo account that we've been
6 discussing here today as a paid charge-off?

7 A. Incorrectly as a paid charge-off, yes.

8 Q. You understand that TransUnion is a
9 credit reporting agency, don't you?

10 A. I totally understand that.

11 Q. What's your understanding of what a
12 credit reporting agency does?

13 A. They report the credit based upon what
14 the creditors submit to the agency and post it.
15 It's as simple as that. And I would assume that
16 all of them protect the consumers as well; that
17 when there's a discrepancy involved, that they
18 would investigate. And based upon documents,
19 like this time submitted by my attorneys and
20 myself, that they could come to a resolution or
21 resolve instead of just saying nothing. So yes.

22 Q. Okay. Do you know how a credit
23 reporting agency gets its information about you?

24 A. I would assume that it's submitted by
25 creditors.

1 Tinny Suri

2 Q. Okay. Do you understand that
3 TransUnion, Equifax, and Experian are different
4 companies?

5 A. I do understand that.

6 Q. In thinking about the facts of your
7 case, do you ever have trouble keeping
8 TransUnion, Equifax, and Experian separate from
9 each other?

10 MS. BOLOS: Objection to form.

11 A. Sure. Yes, I do. I keep them
12 separate.

13 Q. So you never get confused on which
14 credit reporting agency may have reported what or
15 anything like that?

16 MS. BOLOS: Objection, form.

17 A. The only way I could do that is by
18 pulling my credit report from each individual
19 bureau and what I've done and look at them side
20 by side. But I understand.

21 Q. Okay. We're going to -- if you don't
22 mind, I'll share my screen here and go back to
23 Exhibit 15, the complaint.

24 Let's see. That should do it. And if
25 you'll let me know if you do not see a title head

1 Tinny Suri

2 saying Factual Allegations Relative to
3 TransUnion.

4 A. It's loaded. I do see Factual
5 Allegations Relative to TransUnion, yes.

6 Q. Okay. So you would agree, especially
7 with the filing information at the top, this is
8 part of your complaint filed in this action;
9 correct?

10 A. Correct.

11 Q. All right. So again, much like you
12 discussed with Ms. Barr about Experian, we're
13 talking about inaccurate credit information
14 relating to the Wells Fargo Bank account?

15 A. That's correct.

16 Q. Particularly it being reported as a
17 paid charge-off?

18 A. That's what we're discussing, yes.

19 Q. Okay. So now with respect to
20 TransUnion -- and I just want to get it really
21 nailed down here so I'm clear -- it's your
22 position that Wells Fargo did not have the legal
23 right to charge off this account when it did
24 because of the timing of the bankruptcy and the
25 Reaffirmation Agreement and then the payments

1 Tinny Suri

2 made thereafter; is that accurate?

3 MS. BOLOS: Objection to form.

4 A. That is correct.

5 Q. Okay. Looking at -- and I will try and
6 Zoom out just a little bit just so we get this
7 page here.

8 As you can see now on the complaint, we
9 see paragraphs 53 to 59 --

10 A. Okay.

11 Q. -- which are all of the paragraphs
12 under the Factual Allegations Relative to
13 TransUnion heading.

14 In reading those paragraphs, does that
15 accurately summarize the entirety of your claims
16 against TransUnion?

17 MS. BOLOS: Objection, form.

18 A. Based upon everything that I'm just
19 rereading really quickly just to make sure
20 there's no discrepancies, yeah, this covers it.

21 Q. All right. You note specifically in
22 your complaint that on February 8th, 2021, you
23 disputed with TransUnion.

24 A. That's correct.

25 Q. Is that the only dispute upon which you

1 Tinny Suri

2 are basing your claims for recovery against
3 TransUnion?

4 MS. BOLOS: Objection, form.

5 A. So previous to this I did mail
6 TransUnion with a certified letter in my initial
7 direct dispute prior to hiring my counsel, and my
8 counsel submitted this afterwards. So this is
9 the second time.

10 Q. Okay.

11 A. I'm sorry. Let me rephrase that.

12 I did it online, then I sent them a
13 certified mail, and then my counsel sent this
14 one. So I want to make sure I've got my timing
15 right.

16 Q. So your claims are trying to encompass
17 all of those disputes?

18 A. Possibly, yes.

19 Q. Okay. Then if we can move on, we'll
20 mark as Exhibit 24 -- these are identified as
21 your responses to TransUnion, LLC's, amended
22 interrogatories.

23 Have you seen these before? And I'm
24 more than happy to scroll through these pages if
25 you'd like.

1 Tinny Suri

2 A. No. I've seen them.

3 (EXHIBIT 24, TINNY SURI'S RESPONSES TO
4 TRANSUNION'S AMENDED INTERROGATORIES,
5 WAS IDENTIFIED.)

6 Q. And you helped prepare answers for
7 these? Not necessarily typing but providing the
8 information?

9 A. I did collaborate with my attorney on
10 this.

11 Q. Okay. And you did verify them as
12 accurate?

13 A. To the best of my knowledge, yes.

14 Q. As we sit here today, do you still
15 believe these responses to be accurate and
16 complete?

17 A. Again, yes. To the best of my
18 knowledge, yes.

19 Q. Okay. Wonderful.

20 I am going to scroll through very
21 quickly to interrogatory number 6. And if you
22 could please review interrogatory number 6 and
23 your answer, and I'll be happy to scroll when you
24 reach the bottom of the page.

25 A. (Document review.) Could you go ahead

1 Tinny Suri

2 and scroll down for me, please? Go back up a
3 little more. I just want the bottom part.

4 Q. (Scrolling.)

5 A. Perfect. (Document review.)

6 Could you go ahead and scroll down,
7 please?

8 Q. (Scrolling.)

9 A. (Document review.)

10 Okay. Is that enough or do you want me
11 to keep reading?

12 Q. (Scrolling.)

13 A. (Document review.)

14 Now we're at Experian. Okay.

15 Q. Okay. And then we go through and we
16 have a list of witnesses here.

17 A. Sure.

18 Q. Which is all fine. But mainly the
19 purpose of that interrogatory was to determine
20 what information you allege is inaccurate.

21 Again, we're just talking about the Wells Fargo
22 Bank account being reported as a paid charge-off;
23 correct?

24 A. Correct.

25 Q. Do you have anything else to add?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. I don't.

4 Q. Do you know specifically how
5 TransUnion's reporting of the Wells Fargo account
6 as a paid charge-off specifically affected your
7 credit?

8 MS. BOLOS: Objection, form.

9 A. I think that -- I mean between -- and I
10 think we view all three agencies as different
11 numbers. And I think TransUnion -- some of my
12 creditors have used TransUnion as that number of
13 700, as you saw from the Wyndham mortgage. And I
14 think I addressed that earlier where I could have
15 had favorable rates, other things could have
16 occurred for having a little more privilege and
17 having a better rate. Having a better score
18 would have provided me better rates financially.

19 So I think those are the things I
20 covered earlier that are part of the cause and
21 effect of getting that lower score.

22 Q. Okay. You mentioned Wyndham. Was that
23 what we looked at as Exhibit 23 is what you're
24 referring to?

25 A. Correct.

1 Tinny Suri

2 Q. And that's on the screen now; correct?

3 A. Correct.

4 Q. Okay. It says Informative Research at
5 the top, PreClose Monitoring Report. To your
6 knowledge, are you aware of what credit reporting
7 agency produced this document to Wyndham?

8 A. I do not.

9 Q. Okay. As part of your claims against
10 TransUnion, are you saying that TransUnion failed
11 to provide you a copy of your consumer disclosure
12 at any time?

13 A. When you say "consumer disclosure," you
14 mean my consumer report?

15 Q. Yes. I'm sorry. I use the term
16 "consumer disclosure" for what's provided
17 directly to you for your own personal purposes.

18 A. No. Upon request, I don't have an
19 issue that you did not provide it to me if I
20 requested it, no.

21 Q. Wonderful.

22 Moving through here, okay, I'm going to
23 put on the screen here, I believe, what's Exhibit
24 -- Exhibit 25, I believe, is the correct number.
25 And it appears to be a June 28th, 2020 online

1 Tinny Suri

2 dispute from you to TransUnion.

3 Is that your understanding of it --

4 MS. BOLOS: Objection, form.

5 Q. -- from your review of it?

6 A. That's one of the ones I explained
7 earlier, yes, that I did an online dispute as
8 well.

9 (EXHIBIT 25, ONLINE DISPUTE AND
10 CORRESPONDENCE WITH TRANSUNION,
11 6/28/2020, WAS IDENTIFIED.)

12 Q. This would be the online dispute;
13 correct?

14 MS. BOLOS: Objection, form.

15 A. Pardon?

16 Q. This would be your online dispute;
17 correct?

18 A. Correct.

19 Q. Partway down the page under a dotted
20 line it says Tradeline Disputes, and it
21 identifies an account number and a name, but it
22 says "no name." This is the dispute of that
23 Wells Fargo Bank account that we've been
24 discussing today; is that correct?

25 A. Correct.

1 Tinny Suri

2 Q. Okay. In the comments section at the
3 bottom the last sentence says:

4 "We have documents showing
5 all payments paid in
6 full."

7 A. Uh-huh (positive response).

8 Q. Did you provide any documents to
9 TransUnion with your online dispute?

10 A. So I don't recall because I believe I
11 just provided everything I had.

12 But let me just address this: The
13 online is very cumbersome to operate, and I had
14 to do it three times before I even had room to
15 write anything in there.

16 So I don't remember is the best of my
17 knowledge. I couldn't tell you. I know all the
18 hard copies I did mail.

19 Q. All right. Is the date of this online
20 dispute, June 28th, 2020, or June 27th, 2020 --
21 it's got two dates on there -- does that appear
22 to be an accurate date of when you made this?

23 MS. BOLOS: Objection, form.

24 A. That's what it says and that's when I
25 did it. I would say that's accurate.

1 Tinny Suri

2 Q. Did you send an online dispute or
3 something similar to that to anyone else in late
4 June 2020?

5 A. I don't believe I did. I think I was
6 trying to resolve this one first.

7 Q. Okay. What did you want TransUnion to
8 do when you sent this online dispute?

9 A. To confer with Wells Fargo for the
10 inaccuracy in reporting, my initial reasons for
11 the dispute, and to make the correction.

12 Q. And what correction -- what specific
13 correction were you looking for?

14 A. To change the charge-off on the Wells
15 Fargo account to paid in full, to remove the
16 negative mark.

17 Q. So just so I'm clear, you wanted it to
18 say paid in full?

19 A. Yes.

20 Q. And no reference to a charge-off
21 whatsoever?

22 A. That is correct. Because it was
23 incorrect, to my knowledge.

24 Q. Did you receive a response from
25 TransUnion to your online dispute?

1 Tinny Suri

2 A. I did.

3 Q. All right. On this next page that's
4 dated June 27th, 2020, it looks like a document
5 from TransUnion to you stating that your dispute
6 was received and they are processing it.

7 A. Uh-huh (positive response).

8 Q. Do you recall receiving this document?

9 A. Sure do.

10 Q. All right. Let me move on to the
11 document. Now, here as part of this exhibit we
12 see a document dated June (sic) 17th, 2020, again
13 addressed to you at your [REDACTED]
14 address.

15 A. Are you saying June or July? This is
16 July.

17 Q. July 17th, 2020. And we're including
18 your re-investigation results.

19 Do you recall receiving this document?

20 A. I do.

21 Q. Okay. I'll scroll down to -- I think
22 it's page 6 of the PDF, which identifies the
23 investigation results specifically. And again,
24 this shows Wells Fargo Bank. And it's reporting
25 a zero balance, paid in full, with a charge-off.

1 Tinny Suri

2 Is that correct that it's reporting
3 that?

4 A. Uh-huh (positive response).

5 Q. Does it show at any point in this
6 document any late payment history on your
7 account?

8 MS. BOLOS: Objection, form.

9 A. Not on this one. But I believe I have
10 an earlier document that doesn't show it fully
11 paid off. But I don't recall. But it does show
12 on this one that there's no late payments.

13 Q. Okay. What did you do when you
14 received this document?

15 MS. BOLOS: Objection, form.

16 A. I reviewed it and I disagreed with the
17 charge-off. So I think at that point -- I don't
18 remember, I don't recall when I mailed the hard
19 copies in of everything to argue the fact that
20 here's a copy of the reaffirmation letter saying
21 that this was a mistake, to investigate it with
22 Wells Fargo. And I think that's the next steps.

23 Q. Okay. How did you feel when you
24 received this document to the extent you recall?

25 A. I think how anybody would feel. A

1 Tinny Suri

2 little pissed off. I mean upset. I mean nothing
3 has changed, and I felt like nobody was doing
4 anything. So yeah.

5 Q. Okay. So what do you feel TransUnion
6 should have done in response to this online
7 dispute?

8 A. I don't know what your inner workings
9 are, as I mentioned earlier to the folks at
10 Experian. I don't know what your investigation
11 -- how you investigate, what it entails. I can't
12 address that. I mean it could have been a little
13 more detailed of why, but there was no why. It
14 was just we talked to the creditor, they reported
15 it correctly, and this is how we reported it;
16 basically the gist of how I get this from all
17 three agencies.

18 So I can't address how you should have
19 investigated it and how that affected me.

20 Q. As you sit here today, can you describe
21 to me what you believe a reasonable
22 re-investigation of your dispute by TransUnion,
23 what it would have entailed?

24 MS. BOLOS: Objection, form.

25 A. I'm not an investigator. I'm not a

1 Tinny Suri

2 forensic person who would accept forensic online
3 information and be able to collectively make a
4 decision and dispute it. So I couldn't answer
5 that question. I don't know.

6 Q. So in your complaint, which we looked
7 at, you claim that TransUnion didn't conduct a
8 reasonable re-investigation; is that accurate?

9 MS. BOLOS: Objection, form.

10 A. I'm not claiming -- no. I'm not
11 claiming anything. I'm assuming by my own
12 personal belief. But I'm not claiming anything
13 that you did or didn't do. It's just based upon
14 my own assertion from what I see that's still
15 there and the lack in the response, very minimal.
16 So I just have to take my own guess. That's all
17 I'm doing.

18 Q. Okay. So the allegation is based on
19 your guess because the information was not
20 updated to paid in full without the charge-off
21 mark?

22 A. That is correct.

23 Q. Did you ever dispute the Wells Fargo
24 account with TransUnion by telephone?

25 A. I believe I've called. I don't

1 Tinny Suri

2 remember what the conversations entailed because
3 there were a lot of phone calls between a lot of
4 agencies and Wells Fargo. So right now it's been
5 a while. It's been over a year. So I couldn't
6 tell you and recall all those conversations. But
7 I know I tried calling, yes.

8 Q. Okay. Look at your screen now. I
9 believe this is Exhibit 26. It is an August 1st,
10 2020 correspondence from TransUnion to you at
11 your Maple Valley Drive address.

12 A. Uh-huh (positive response).
13 (EXHIBIT 26, CORRESPONDENCE FROM
14 TRANSUNION, 8/1/2020, WAS
15 IDENTIFIED.)

16 Q. Again, enclosing re-investigation
17 results.

18 Do you believe this may have been in
19 response to your telephone call with TransUnion?

20 MS. BOLOS: Objection, form.

21 A. I couldn't answer that. I don't know.

22 Q. Do you recall receiving this document?

23 A. I believe I did receive this document.

24 Q. Okay. And I'll scroll down again to
25 the Your Investigation Results section, page 4 of

1 Tinny Suri

2 the document. Again, it's Wells Fargo Bank
3 reporting the account paid in full was a
4 charge-off with a zero dollar balance.

5 Having seen this now, do you believe
6 this may have been in response to your telephone
7 call with TransUnion?

8 A. So you're showing charge-off, not paid
9 in full, on this report. And you're asking if
10 that triggered the phone call to TransUnion?

11 Q. No. If this was possibly in response
12 to your phone call to TransUnion.

13 A. Oh, I don't remember. I don't know.

14 Q. Okay. When you made your phone call to
15 TransUnion, you also called other agencies; is
16 that what you said? Is that accurate?

17 MS. BOLOS: Objection, form.

18 A. I believe -- I don't remember who I
19 called. I know it was TransUnion, but I may have
20 called Equifax. But I don't think I had called
21 Experian yet.

22 Q. Okay. Do you recall what you said to
23 TransUnion when you called them?

24 A. No. I can't remember that
25 conversation. But it had to be on the lines of

1 Tinny Suri

2 the things that we're discussing today.

3 Q. Okay. We're going to look at another
4 set of documents here. This will be Exhibit 27.
5 And I will upload all of these to the chat at the
6 next break. I'll put this before you.

7 This appears to be a correspondence
8 from you, sir, to TransUnion dated July 24th,
9 2020.

10 (EXHIBIT 27, CORRESPONDENCE TO
11 TRANSUNION, 7/24/2020, WAS
12 IDENTIFIED.)

13 A. Uh-huh (positive response).

14 Q. Does this document look familiar to
15 you? And I'm happy to scroll through and show
16 you all the attachments as well if you'd like.

17 A. No. It looks familiar. I think this
18 is the one I mailed out. I'm not sure if I
19 mailed it or faxed it. I forgot.

20 Q. Just so it's easier to see, I'll just
21 scroll through very quickly. Page 2, it looks
22 like that's the letter from Wells Fargo to
23 Ms. Sauerbrei. I apologize if I misstate it.
24 Your payment history with Chase, LeafFilter
25 contract, the affirmation agreement page, other

1 Tinny Suri

2 bankruptcy court documents, and then a priority
3 mail addressed to TransUnion and the PO box in
4 Chester, Pennsylvania.

5 A. Uh-huh (positive response).

6 Q. So you do recall sending this dispute?

7 A. I do.

8 Q. And it's dated July 24th, 2020.

9 Is the date of that document correct?

10 A. Correct.

11 Q. Other than the fact that it includes a
12 correspondence to Wells Fargo, did you send
13 something like this -- something similar to this
14 to anyone else approximately at this time?

15 MS. BOLOS: Objection.

16 A. No. Outside of Wells Fargo receiving
17 all the documents, no. It was TransUnion.

18 Q. Okay. Can you tell me why you didn't
19 send it to Experian or Equifax at this time?

20 A. Well, first, I wanted to make sure that
21 I could dispute with one agency and try to
22 rectify this between Wells Fargo. And once that
23 was cleared on TransUnion, then I could approach
24 the other two.

25 Q. Okay. Did you prepare this document

1 Tinny Suri

2 yourself?

3 A. It was for me, yes.

4 Q. Did anyone help you prepare it?

5 A. Not at this time, no.

6 Q. And to summarize the purpose of this
7 document, it was to change the reporting of the
8 Wells Fargo Bank account to simply "paid in
9 full"?

10 MS. BOLOS: Objection, form.

11 A. It was to help dispute the findings, to
12 correct them based upon the information I
13 provided so it could be updated to "paid in
14 full."

15 Q. Okay. We'll go through and -- I know
16 we've already described most of these attachments
17 with counsel for Wells Fargo earlier today. Can
18 you tell me why you did not provide these
19 documents to TransUnion earlier?

20 A. Earlier when you said upload them
21 online?

22 Q. Or in response to a telephone call or
23 any other time you thought about possibly
24 disputing it.

25 A. Because I believe I was trying to --

1 Tinny Suri

2 and I can't recall -- but I believe I was trying
3 to get this fixed directly with Wells Fargo first
4 to report it accurately, to my knowledge, before
5 I got involved with the bureaus.

6 Q. Okay. As part of TransUnion's
7 re-investigation of this dispute, do you think it
8 was reasonable for TransUnion to have contacted
9 Wells Fargo and provided them the entirety of
10 this dispute letter, including all these
11 documents?

12 MS. BOLOS: Objection, form.

13 A. I don't know how to answer that
14 question. I don't know how you communicate with
15 the creditors in an investigation like this, so I
16 don't know how to address it. I would assume
17 that -- I'm assuming, without any prior knowledge
18 of the operations, that you communicated -- you
19 had some type of communication.

20 Q. Okay. Would you have hoped that
21 communication would have included TransUnion
22 providing all of these supporting documents to
23 Wells Fargo?

24 A. Sure.

25 Q. Did you receive a response to this

1 Tinny Suri

2 dispute letter from TransUnion?

3 A. I don't remember. I may have because I
4 received quite a few things. But you may have a
5 copy. If you want to share that, I can confirm.

6 Q. Okay. I will scroll down towards the
7 end of this exhibit. This is an August 11th,
8 2020 letter to you at your Maple Valley Drive
9 address again talking about reading your
10 re-investigation results.

11 Do you recall receiving this document?

12 A. Yeah. It looks like all the same three
13 ones I received before all canned in the same
14 way. But yes, I did receive it.

15 Q. Okay. And this is page 4 of that
16 section, page 28 overall of this PDF. It has the
17 specifics of the re-investigation results.

18 Again, zero dollar balance, paid in
19 full with a charge-off.

20 On this copy, which I believe shows
21 your pay history -- and I'll make it a little
22 larger for you because I need it a little
23 larger -- through June of 2020. Does it show any
24 late monthly payment history on this report?

25 A. It doesn't. It looks like it got

1 Tinny Suri

2 updated.

3 Q. Okay. What did you do when you
4 received this copy?

5 A. Same thing. I looked at it, I see
6 charge-off, negative on my report that could make
7 an effect on my future. But yes, I wasn't happy.
8 I mean I'm glad that you filled in all the
9 squares because it wasn't there before. But the
10 charge-off was still there.

11 Q. All right. In just a moment we're
12 going to go to the February 2021 correspondence
13 that's referenced in your complaint. But before
14 we get to that, and excluding that letter, can
15 you recall any other time that you contacted
16 TransUnion to dispute information about your
17 Wells Fargo account?

18 A. Outside of what you presented for me,
19 the direct contacts I've had, I know that my
20 legal team -- I know they've submitted things.
21 Outside of that, I have no other knowledge.

22 Q. When you say your legal team submitted
23 something, are you talking about what's
24 identified as Exhibit 12 we talked about earlier
25 day?

1 Tinny Suri

2 A. Yeah. That was submitted by our legal
3 team -- by the legal team, yes.

4 Q. Okay. How much input did you have into
5 creating this dispute letter?

6 MS. BOLOS: Objection, form. And I
7 think that creeps into attorney/client privilege,
8 Will. He already told you he reviewed it and
9 signed it.

10 MR. HUSE: It doesn't actually have a
11 signature. So I don't know if he said that.

12 MS. BOLOS: Well, that one is -- I
13 don't think that's the one produced from us.

14 MR. HUSE: No. It's from Wells Fargo.
15 But I don't know how they would have had a copy
16 of it.

17 MS. BOLOS: Well, I think this went
18 through -- and I think Experian was showing it in
19 their exhibit -- the mailing service mailed it
20 out. So I don't know what happened to the
21 letters once they went to the mailing service.
22 It looks like maybe they stripped out the
23 signature. And I'm pretty sure this letter was
24 dated when Mr. Suri signed it. And if we haven't
25 produced to you the version of his that is signed

1 Tinny Suri

2 by him, then I can make sure to get that over to
3 you at the end of the week.

4 MR. HUSE: No. I think I have it. I
5 just need to find it here.

6 Let's see if this is it, Exhibit 28.

7 (EXHIBIT 28, CERTIFICATE OF SERVICE
8 DECLARATION OF MAILING TO TRANSUNION,
9 2/9/2021 - SURI 000690-0731, WAS
10 IDENTIFIED.)

11 MS. BOLOS: Well, his version of that
12 detailing that was sent to the CaseMail mailing
13 service is Suri 460 to 462, and it has a
14 signature and date on it.

15 MR. HUSE: Okay. Because what I have
16 here -- and we'll just mark it as Exhibit 28 --
17 is a certificate of mailing on behalf of Mr. Suri
18 to TransUnion at the 555 West Adams Street
19 location in Chicago. And that includes the same
20 letter with an e-signature.

21 MS. BOLOS: Yes.

22 Q. So this would be a copy of your
23 dispute; correct, sir?

24 A. Correct.

25 Q. Your last mail dispute -- and I'll pull

1 Tinny Suri

2 it back up, again Exhibit 27 -- it's loading
3 here -- you mailed yourself. It was sent to
4 TransUnion's Chester, Pennsylvania PO box. And
5 you received a response to that dispute, as we
6 discussed; correct?

7 A. I believe so. If that's the one that I
8 mailed, yes.

9 Q. Yes, it is.
10 Do you recall getting -- do you know
11 why this dispute letter, the one from 2021, was
12 sent to a Chicago, Illinois address and not the
13 Chester, Pennsylvania address?

14 A. I do not, no.

15 Q. Okay. Did you receive a response to
16 this dispute?

17 A. You know what, I don't remember. I
18 don't recall. But I'd have to look and see.

19 Q. Okay. And the purpose of this dispute
20 was, again, to dispute the Wells Fargo Bank
21 account, as we've discussed today?

22 A. Yes.

23 Q. All right. On here -- do you have any
24 other documents that show TransUnion reported
25 inaccurate information about you?

1 Tinny Suri

2 A. No. I think I presented everything and
3 our team presented everything that you have, so
4 everything I have.

5 Q. Okay. You mentioned earlier today
6 about a rejection from a Menards credit card.

7 A. That is correct.

8 Q. Let me see if I can find it here very
9 quickly.

10 And was that with Capital One?

11 A. That is correct.

12 Q. Let's see if you can see this document
13 here, this document that we'll mark as
14 Exhibit 29.

15 Is this the Capital One correspondence
16 to you on June 17th, 2020, denying your Menards
17 credit card account?

18 A. That is correct.

19 (EXHIBIT 29, LETTER TO TINNY SURI FROM
20 CAPITAL ONE, 6/17/2020, WAS
21 IDENTIFIED.)

22 Q. Is this denial letter, dated June 17th,
23 2020 -- is that an accurate date for when you
24 received the denial?

25 MS. BOLOS: Objection, form.

1 Tinny Suri

2 A. Yes. I mean thereafter. It was dated
3 2020, but soon after I received it in the mail,
4 sure.

5 Q. Okay. So presumably -- do you recall
6 when you actually made the application?

7 A. No, I don't remember.

8 Q. All right. The last sentence of the
9 paragraph before "Sincerely, Capital One Customer
10 Care Team," it states that Capital One:

11 "... will send you a
12 written statement of the
13 specific reasons for
14 denial within 30 days of
15 receiving your request."

16 Did you ever contact Capital One for
17 the specific reasons why you were denied this
18 credit card?

19 A. No.

20 Q. All right. Let's go back to
21 Exhibit 24, Exhibit 24, which are your
22 interrogatory responses. We're going to go down
23 to interrogatory 13, which asks you to identify
24 each specific law that you claim TransUnion
25 violated.

1 Tinny Suri

2 If you can go ahead and read number 13
3 and its response, and let me know when I need to
4 scroll forward and when you're done, please.

5 A. (Document review.) Go ahead and scroll
6 down, please.

7 Q. (Scrolling.)

8 A. (Document review.) Okay.

9 Q. Okay. Is this an accurate -- your
10 answer in response to this interrogatory number
11 13, is that an accurate depiction of all of your
12 claims in this matter against TransUnion?

13 MS. BOLOS: Objection, form.

14 A. Yes.

15 Q. Do you have any other claims you would
16 like to add at this point in time?

17 MS. BOLOS: Objection, form.

18 A. If there's no other claims stipulated
19 in this document, then I don't have anything else
20 to add.

21 Q. All right. We're getting very close to
22 moving on, fortunately for everyone here.

23 I'm going to move up to
24 interrogatories, I think, 4 and 5. And these,
25 interrogatory request numbers 4 and 5, as you'll

1 Tinny Suri

2 see when I get there, talk about credit

3 applications made and the harm that you allege

4 occurred because of TransUnion's reporting.

5 You can go ahead and read number 4.

6 I'll scroll down when you're ready.

7 A. (Document review.) Can you scroll
8 down, please?

9 Q. (Scrolling.)

10 A. (Document review.) Okay.

11 Q. (Scrolling.)

12 A. Okay.

13 Q. Do you understand, sir -- I'll take a
14 quick stop here. You have identified things on
15 this chart on page 5, documents identified as
16 regular inquiries and documents or things
17 identified as promotional inquiries.

18 MS. BOLOS: Objection, form. Oh, go
19 on.

20 Q. Are you seeking to recover -- that's
21 fine.

22 Are you seeking to recover for on any
23 damages based on any promotional inquiries listed
24 in this chart?

25 MS. BOLOS: Objection, form.

1 Tinny Suri

2 A. Can you be specific? I'm not familiar
3 with the promotional inquiries subject matter.

4 Q. Okay. As a general rule, regular
5 inquiries are -- well, inquiries occur when
6 someone requests a copy of your consumer credit
7 information.

8 A. Correct.

9 Q. A regular inquiry typically occurs when
10 a consumer actively applies for credit.

11 A. Uh-huh (positive response).

12 Q. Or sometimes seeks employment.

13 Promotional inquiries are like the
14 letters you get repeatedly in the mail, I'm sure.
15 It says we're here from Happy Money,
16 Incorporated, saying: Hey, you've been
17 preapproved for a credit card, but you never
18 applied for it. And in those situations the
19 promotional inquiries don't usually get a copy of
20 your credit report, just your name and address if
21 you fit certain demographics.

22 With that in mind, are you seeking any
23 damages based on any promotional inquiries?

24 A. I don't believe so.

25 Q. Okay. So we'll go through and let you

1 Tinny Suri

2 read the last three lines of number 4 here.

3 A. (Document review.)

4 Q. Okay. I'll go through -- if you'll

5 read number 5 and its answer, which is the

6 remainder of page 8, please.

7 A. (Document review.) Okay.

8 Q. In your review of interrogatories 4 and

9 5 and their answers, would you say that those

10 responses are accurate?

11 MS. BOLOS: Objection, form.

12 A. Yes.

13 Q. All right. Then let's go through some

14 of your individual reports here -- or individual

15 credit applications. I think we already

16 discussed your Wyndham application earlier. That

17 was Exhibit Number 23 which had the Informative

18 Research report at the top.

19 Is that correct to the best of your

20 recollection?

21 MS. BOLOS: Objection, form. Can you

22 just bring it up on the screen? I can't even

23 keep track of this.

24 Q. Can you see that?

25 A. Yes.

1 Tinny Suri

2 Q. So is this Informative Research report
3 provided to Wyndham Capital that we've already
4 discussed and you discussed with Ms. Barr for
5 Experian, is that the basis for your allegations
6 for damages resulting from a Wyndham application?

7 MS. BOLOS: Objection, form.

8 A. Number one, Informative Research, I
9 don't know who they are. It looks like a
10 third-party provider. But I would guess that
11 this affected my opportunity to get a better rate
12 based upon my credit score. Yes, it made a cause
13 and effect, I agree.

14 Q. So you did get the -- you did get the
15 credit you sought. Do you know how the -- and
16 forgive me if you've already answered this. Do
17 you know how your rate may have changed
18 specifically?

19 MS. BOLOS: Objection, form.

20 A. I believe all of you, everyone here,
21 has a copy of the response from Wyndham directly
22 that my credit score would have been affected or
23 I would have had favorable rates if it was above
24 700 or 720 or 740. I can't recall unless you
25 pull up the document. But they said there was an

1 Tinny Suri

2 effect, yes.

3 Q. Okay. Let's go through here then. We
4 have here what we'll mark as Exhibit 30. I
5 believe this is loanDepot.com Statement of Credit
6 Denial, Termination or Change dated April 9,
7 2021.

8 Do you recall having seen this document
9 before, sir?

10 MS. BOLOS: Objection, form.

11 A. I have not.

12 (EXHIBIT 30, STATEMENT OF CREDIT
13 DENIAL, TERMINATION OR CHANGE FROM
14 LOANDEPOT, 4/9/2021, WAS IDENTIFIED.)

15 Q. Okay. Are you seeking to recover
16 damages for any sort of credit denial or credit
17 change for a loanDepot -- is this loanDepot? I
18 want to make sure I'm right -- yeah,
19 loanDepot.com application?

20 MS. BOLOS: Objection, form.

21 A. I didn't go with loanDepot, so I
22 couldn't answer that question. So no.

23 Q. No, you're not seeking it. Okay.
24 Wonderful.

25 What we'll do is Exhibit 31, which is a

1 Tinny Suri

2 March 26, 2020 Huntington National Bank
3 production, which states -- do you recall
4 applying for credit with Huntington Bank in March
5 of 2020?

6 A. Yes. That was my home equity loan.

7 Yes.

8 (EXHIBIT 31, CORRESPONDENCE FROM
9 HUNTINGTON NATIONAL BANK, 3/26/2020,
10 WAS IDENTIFIED.)

11 Q. Okay. And your credit score at the
12 time from TransUnion says 772; is that correct?
13 Or is it correct that it says that on this
14 document?

15 A. It's correct it says that. I don't
16 know what my credit score was back then.

17 Q. Do you have any reason to believe that
18 Huntington National Bank provided a false credit
19 score on this document?

20 A. Of course not.

21 Q. Did you get -- you said this was for
22 your loan refinance?

23 A. Home equity loan.

24 Q. Home equity loan. I apologize.

25 A. Or personal line of credit. I'm sorry.

1 Tinny Suri

2 Q. Personal line of credit. Okay.

3 So on this personal line of credit did
4 you receive the credit you were seeking?

5 A. Yes.

6 Q. Do you believe that you were provided
7 with worse terms than you otherwise would have
8 if --

9 A. That information was not divulged to
10 me.

11 Q. Okay. Are you seeking any damages
12 related to this specific personal line of credit
13 application?

14 MS. BOLOS: Objection, form.

15 A. No.

16 Q. All right. And if you need a break,
17 please -- we've been going for a little bit --
18 don't hesitate to ask. I'll be happy to take one
19 with you. But I'm getting very close to being
20 finished here. It's hard to see my screen,
21 though.

22 We'll go to Huntington Bank, June 2nd,
23 2021. We'll mark this as Exhibit 32.

24 (EXHIBIT 32, HUNTINGTON - YOUR CREDIT
25 SCORE AND THE PRICE YOU PAY FOR

1 Tinny Suri

2 CREDIT, 6/2/2021, WAS IDENTIFIED.)

3 Q. Do you recall, sir, what credit
4 application this was for?

5 A. A personal line of credit.

6 Q. Another personal line of credit?

7 A. So let me explain real quickly. When
8 you have a personal line of credit -- on my first
9 mortgage of this home, when you refi, that
10 personal line of credit goes away. You have to
11 reapply for a second -- a new one.

12 And so that's what I did here. And the
13 rate was a little higher than before. And I
14 declined the loan.

15 Q. Okay. So this is the one that you
16 declined. All right.

17 It lists here your TransUnion credit
18 score of 737 as of June 2nd, 2021. Do you have
19 any reason to believe that Huntington
20 inaccurately reported that credit score on this
21 document?

22 A. If it's from them, I would assume
23 that's correct.

24 Q. Okay. Here on the top of page 2 it
25 says Understanding Your Credit Score.

1 Tinny Suri

2 A. Uh-huh (positive response).

3 Q. It says:

4 "Key factors that
5 adversely affected your
6 credit score."

7 We see here revolving balance to
8 revolving high credit ratio is too high, too many
9 accounts with balances, loan balance to loan
10 amount ratio is too high, excessive amount owed
11 on revolving accounts, and number of inquiries
12 affected your score.

13 Do you see anything on this document --
14 and I'm happy to go through all of these pages
15 with you -- where it identifies any kind of
16 charge-off or delinquent account as a basis for
17 your credit score?

18 MS. BOLOS: Objection, form.

19 A. I don't see the reasoning why -- they
20 provide an explanation of rates or anything else.
21 But no, I don't see that.

22 Q. Okay. So how do you -- on what do you
23 base your assertion that the rate changed because
24 of TransUnion's reporting of your Wells Fargo
25 account as a paid charge-off?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. I don't know how to address that -- or
4 answer that question. So I mean based upon what
5 I see and being denied a card and based upon my
6 credit score, the reason for the drop and having
7 a mark on my credit and trying to clean this and
8 fix it I think made an effect. But why it varied
9 in the credit scores so now it's even lower, I
10 can't answer that.

11 Q. Okay. And even though Huntington
12 explained on the top of page 2 factors that
13 affected your credit score, even though it
14 doesn't identify any delinquency, you still
15 believe that the delinquency affected this
16 application?

17 A. That would be my best assumption, yes.

18 Q. All right. We'll go to this next
19 Huntington letter, which is Exhibit 33, dated
20 June 7th, again to you. And it identifies the
21 reasons why they still have not made a final
22 decision on your application?

23 A. Uh-huh (positive response).

24 (EXHIBIT 33, NOTICE OF INCOMPLETE
25 APPLICATION AND REQUEST FOR ADDITIONAL

1 Tinny Suri

2 INFORMATION FROM HUNTINGTON, 6/7/2021,
3 WAS IDENTIFIED.)

4 Q. Is that because you decided to decline
5 proceeding with this application?

6 A. No. Actually they did come back to me,
7 and it was a higher rate. And I declined it.
8 And it probably resulted in this.

9 Q. Okay. So you did not complete your
10 application because of the higher rate?

11 A. Correct.

12 Q. All right. We'll do Exhibit 34.

13 I swear I'm almost done. And again, if
14 you would like a break, I'm happy to take one.

15 (EXHIBIT 34, LETTER FROM COLOMBO &
16 COLOMBO, 8/4/2021, WITH ATTACHED
17 DOCUMENTATION FROM FELDMAN KIA,
18 WAS IDENTIFIED.)

19 Q. Exhibit 34, it's a subpoena response
20 from Colombo and Colombo on behalf of Feldman
21 Kia. Is Feldman Kia, sir, where you recently
22 purchased or leased your Kia for your wife?

23 A. That is correct.

24 Q. All right. Did you also make an
25 application in 2017 with Feldman Kia?

1 Tinny Suri

2 A. Seven cars from there. So you'll find
3 quite a bit, yes.

4 Q. Okay. So the 2017 application, that
5 was approved.

6 Is that application at all part of the
7 basis for your claims for damages against
8 TransUnion?

9 MS. BOLOS: Objection, form.

10 A. I don't -- I don't know how to answer
11 that because I believe the charge-off was in
12 2018. So this was 2017.

13 Q. All right. So we'll scroll down here.
14 That's still 2017.

15 Here we go. July 11th, 2020
16 application with Kia Motors Finance. It says
17 that was approved.

18 Were you in fact approved by Kia Motors
19 Finance in July of 2020?

20 A. Sure.

21 Q. Okay. And it appears here this is your
22 credit application. I assume it's all accurate.

23 A. Uh-huh (positive response).

24 Q. And is that your signature on page 9 of
25 this application?

1 Tinny Suri

2 A. It is.

3 Q. And then the last page we have your
4 Grand River credit -- Feldman Kia Grand River
5 Avenue credit score and the price you paid for
6 Kia -- for credit. And it lists your TransUnion
7 credit score as 720.

8 Do you believe as of July 11th, 2020,
9 Feldman Kia had any reason to mislead you as to
10 what your TransUnion credit score was?

11 A. I would say not. They're not legally
12 required to provide it, but it's something I can
13 see.

14 Q. So you have not seen this document to
15 date?

16 A. They don't share the credit number with
17 anyone.

18 Q. Okay. Do you believe your application
19 with Feldman Kia in 2020 was adversely affected
20 by your Wells Fargo Bank account?

21 A. I can't answer that. I don't know what
22 levels that they use or how they gauge what
23 interest rate on your lease or purchase of a car
24 based upon what your credit score is. So I don't
25 know how to answer that question.

1 Tinny Suri

2 Q. Sir, are you seeking damages related to
3 this application?

4 MS. BOLOS: Objection, form.

5 A. Again, I can't answer that because I
6 don't have knowledge of how that will affect my
7 rate.

8 Q. All right. Not having knowledge of how
9 it may affect your rate, then do you have any
10 specific understanding of how your rate may have
11 changed?

12 A. I don't understand. I mean I don't
13 know -- based upon your credit score, what I
14 understand, as much financing that we've all
15 done -- but based on the credit score, yeah, it
16 depends on what risk level that you land at and
17 what the rates are at that point as to what
18 they're able to offer you. So I don't know how
19 that affected me diversely or negative or
20 positive. I don't know. I can't answer that.

21 Q. Okay. I'm going to put one more
22 exhibit on, and that's going to be the last new
23 exhibit I have today.

24 MS. LYONS: We'll hold you to it, Will.

25 MR. HUSE: I'll do my absolute best.

1 Tinny Suri

2 I'm not aware of anything else.

3 (EXHIBIT 35, CORRESPONDENCE FROM
4 SYNCHRONY FINANCIAL, 8/13/2021,
5 WAS IDENTIFIED.)

6 Q. This is a response to a subpoena served
7 by your counsel to Synchrony Bank in 2021. And
8 I'm going to go down here to page 4 of this PDF.
9 Again, it's Exhibit 35 for Synchrony. It's a
10 CareCredit Rewards card ending in 1637. And it
11 shows an increased credit limit.

12 Are you seeking damages related to this
13 CareCredit credit card being increased -- having
14 it increased? I'm sorry.

15 MS. BOLOS: Objection, form.

16 A. No. I mean this is -- we spend a lot
17 of money on our dog.

18 Q. I understand.

19 We also have as part of this production
20 a JCPenney card where on July 7th, 2021, your
21 credit limit was increased on that card.

22 A. Okay.

23 Q. Are you seeking any damages related to
24 the increased credit on your JCPenney card with
25 Synchrony Bank?

1 Tinny Suri

2 MS. BOLOS: Objection, form.

3 A. Not really. I mean this is very small
4 limit credits, but that's fine.

5 Q. Okay. Do you know who provided your
6 consumer report in relation to the JCPenney
7 credit increase, if one was provided at all?

8 A. I don't know.

9 Q. Are there any other credit applications
10 that you can think of today that you believe
11 TransUnion's reporting adversely affected?

12 MS. BOLOS: Objection, form.

13 A. I don't recall. And I don't think I
14 have any more credit applications I've applied
15 for since all this occurred.

16 Q. All right. We're done with that. We
17 will slide back to Exhibit 24, the
18 interrogatories. We'll go to interrogatory
19 number 10. If you could read interrogatory
20 number 10 which has to do with your allegations
21 of financial damages and its response. I'll be
22 happy to scroll through and move it up as you
23 need, please, sir.

24 A. (Document review.) Go ahead and scroll
25 down to the end, sir, please.

1 Tinny Suri

2 Q. (Scrolling.)

3 A. Okay.

4 Q. Is this answer -- and I'll scroll down

5 to the next page to show that was your full

6 answer -- is that a complete and accurate

7 response about your financial damages?

8 MS. BOLOS: Objection, form.

9 A. Yeah, I would say so.

10 Q. Do you have any other allegations in

11 support of your financial damages that you would

12 like to add at this time?

13 MS. BOLOS: Objection, form.

14 A. No.

15 Q. All right. Let's look at interrogatory

16 number 11.

17 A. (Document review.) Okay.

18 Q. (Scrolling.) And there's your full

19 answer.

20 A. (Document review.) All right.

21 Q. Is the answer to interrogatory number

22 11 as written here full and complete as you sit

23 here today?

24 A. Yes.

25 Q. Part of our discussions here today have

1 Tinny Suri

2 been about potential emotional distress and
3 stress and other issues you've dealt with today
4 that you're seeking to recover for.

5 How much of your alleged emotional
6 distress do you believe you can attribute to
7 Wells Fargo?

8 MS. BOLOS: Objection, form.

9 A. I think, as a whole -- I'm not
10 individualizing this -- as a whole, I think
11 everything encompassed into one box has created a
12 lot of -- the stress and anxiety.

13 As I mentioned before, I take pride in
14 what I do and what I have and my credit and how
15 hard I've worked to achieve these goals, based
16 upon some of the history that you already know
17 about me, from nothing to where I'm at today. It
18 becomes stressful when you find out with all that
19 hard work and something like this, a black mark
20 on your credit report, and then you realize that
21 -- you feel like all the entities aren't working
22 together -- and again, that's my assumption; I
23 don't know how you do things -- it has created
24 stress. It's hard to sleep sometimes because
25 it's on my mind. And when things are on your

1 Tinny Suri

2 mind and as type A as I am to get to where I'm
3 at, it's hard to let things go. So yes, it does
4 create stress.

5 And with my health, open heart surgery,
6 five bypasses, and type 2 diabetic and just had
7 retina surgery on my right eye, detached, yeah,
8 it causes stress, which is not good for health,
9 either.

10 I hope -- I tried to answer that as
11 best as possible. But yes. Even a \$3,000
12 writeoff, with the great credit that I have, I'm
13 pretty pissed off. So let's just say that. And
14 stressed, yes.

15 Q. Okay. Are you able to proportion the
16 amount of stress to the parties individually?

17 MS. BOLOS: Objection, form.

18 A. No. I'm not putting blame on one. I
19 think this whole thing, like I said, is in one
20 box and it needs to be fixed. And that's the
21 best thing that I can probably provide as an
22 answer. But not an individual list.

23 Q. Okay, sir. Can you tell me what your
24 annual income was for 2019?

25 MS. BOLOS: Objection. Why is that

1 Tinny Suri

2 relevant? I didn't see that you pointed to any
3 denial that raised an issue with his income.

4 MR. HUSE: There was lots of the
5 applications that we showed today that said
6 amount of balance to credit used, you know,
7 affected his credit score. And therefore his
8 annual income would affect his ability to pay off
9 those debts.

10 MS. BOLOS: Balance to credit used is
11 not -- it's a different analysis. It's about the
12 credit that was offered and how much of it he's
13 using. None of them said your income is an
14 issue.

15 MR. HUSE: Also he included some credit
16 applications which included some income
17 information. It all goes to his
18 creditworthiness.

19 MS. BOLOS: I don't agree. But I've
20 stated my objection.

21 Mr. Suri, you can go ahead and answer.

22 A. So, yeah. In 2019 I made \$200,000.

23 Q. Okay, sir. And how much did you make
24 in 2020?

25 MS. BOLOS: Objection. It's not

1 Tinny Suri

2 relevant. But go ahead and answer.

3 A. In 2020, because of COVID, I want to
4 say 145. Everybody's salaries got lowered. But
5 yes.

6 Q. Okay. When did you first decide to
7 reach out to an attorney in this matter?

8 A. After lack of response from my
9 inquiries. So however -- you know, they were
10 pursued and all my things submitted between Wells
11 Fargo, TransUnion, and everyone else and I got
12 frustrated, I looked for a consumer protection
13 attorney and found them.

14 Q. Okay. You said "lack of response." We
15 did see that you received responses from
16 TransUnion.

17 A. Let me rephrase that. So lack of --
18 well, everything I received was canned. So it
19 was identical. So it didn't really emphasize on
20 what the reasons were, but outside of the canned
21 responses.

22 Frustration, lack of acknowledgement
23 between the phone calls to take it serious -- for
24 me. That's me saying this. And then at that
25 point I decided to look for an attorney.

1 Tinny Suri

2 Q. Okay. Do you remember roughly when
3 that was, what month and year?

4 A. Oh, it was last year. And I don't
5 remember the month. I would assume by August,
6 I'm guessing. Because by the time I received
7 back the TransUnion in, I think, July, August, by
8 that time frame I retained the services of my
9 attorney, my law firm.

10 Q. Okay. Are you seeking to recover your
11 attorney's fees in this matter?

12 MS. BOLOS: Objection, foun -- sorry.
13 Objection, form.

14 THE WITNESS: Do I answer that?

15 MR. HUSE: Yes, sir.

16 MS. BOLOS: You can answer what you're
17 seeking, what you want out of the lawsuit, sure.

18 A. Yes.

19 Q. All right. Have you paid any
20 attorney's fees to date?

21 MS. BOLOS: Objection, form.

22 THE WITNESS: Answer that?

23 MS. BOLOS: You can answer, Mr. Suri.

24 A. I have not.

25 Q. Okay. Do you know how much you've

1 Tinny Suri

2 incurred in fees to date?

3 MS. BOLOS: Objection, form. That's
4 not relevant here. We're not in a fee petition
5 situation. The attorney's fees are not going to
6 be disclosed.

7 Mr. Suri, don't answer that question.

8 And Will, if you keep down this road,
9 we can end this right now.

10 MR. HUSE: Well, I do think I'm
11 entitled to it based on what he said. But I'll
12 go ahead and move on.

13 MS. BOLOS: Thank you.

14 Q. Let me go back to the interrogatories.
15 We'll go to interrogatory number 17. Mr. Suri,
16 if you could read number 17 and its response and
17 let me know when you're finished, please.

18 A. (Document review.) Okay.

19 Q. This interrogatory is asking you
20 whether or not you've received any kind of
21 payments or benefits related to this lawsuit.
22 That's not seeking settlement that you may have
23 already obtained from any of the parties, but I
24 don't believe any parties have settled to date.
25 It's more seeking any kind of insurance or such

1 Tinny Suri

2 type payments from any bank because of any errors
3 that they've otherwise determined.

4 Is your response here accurate as
5 written?

6 A. Yes.

7 Q. Do you have anything else to add?

8 MS. BOLOS: Objection, form.

9 A. No.

10 Q. All right. We'll scroll up to
11 interrogatory 12. This will be my last four or
12 five questions. If you could review
13 interrogatory number 12 for me, sir, and its
14 response.

15 A. (Document review.) Okay.

16 Q. (Scrolling.)

17 A. (Document review.) Okay.

18 Q. (Scrolling.)

19 A. (Document review.) Okay.

20 Q. Okay. Can you describe to me what you
21 believe is a willful violation of law?

22 MS. BOLOS: Objection, form.

23 A. I can't address that because I'm not an
24 attorney, number one. So I don't know what the
25 laws are pertaining to this answer. And I'd have

1 Tinny Suri

2 to defer that to my attorney.

3 Q. Okay. So as you sit here today, you're
4 not aware of any information that you believe
5 supports a claim of a willful violation of the
6 FCRA by TransUnion?

7 MS. BOLOS: Objection, form.

8 A. Again, I can't answer that.

9 Q. As you sit here today, is there any
10 other information, other than what we've already
11 discussed, that you believe is relevant to your
12 lawsuit against TransUnion?

13 MS. BOLOS: Objection, form.

14 A. No.

15 MR. HUSE: Okay. I have no further
16 questions. Thank you very much for your time,
17 sir.

18 THE WITNESS: Thank you.

19 Just out of curiosity --

20 MS. BOLOS: We're still on the record,
21 Mr. Suri.

22 THE WITNESS: Oh.

23 MS. BOLOS: Yeah. But let's take a
24 break. Sarah, I know you're next. Can we come
25 back at 4?

1 Tinny Suri

2 MS. LYONS: That works.

3 MS. BOLOS: Awesome. Thank you.

4 THE COURT REPORTER: Great. Thank you.

5 (A RECESS WAS TAKEN FROM 3:44 P.M.

6 TO 4:00 P.M.)

7 MS. BOLOS: So just a housekeeping
8 thing, everybody. I'm tracking that it's 4 p.m.
9 right now, so we're six hours into this dep. And
10 I think when you peel off the breaks -- there
11 was a total of one hour of breaks. So we're five
12 hours of deposition time. I have 30 minutes
13 worth of questions for Mr. Suri. So please be
14 mindful that we're going to hit the seven-hour
15 mark at 6 tonight.

16 MS. LYONS: Okay.

17 EXAMINATION

18 BY MS. LYONS:

19 Q. Hi, Mr. Suri. My name is Sarah Lyons.
20 I'm an attorney with the firm Seyfarth Shaw, and
21 I represent Equifax in this matter.

22 A. How are you doing, Sarah?

23 Q. Great. Thanks.

24 So you're aware that Equifax is a
25 consumer reporting agency; correct?

1 Tinny Suri

2 A. Yes.

3 Q. I'm going to have you take a look at
4 what I believe was previously marked as
5 Exhibit 15 in this case, the complaint in this
6 action.

7 A. Okay.

8 Q. Can you see my screen?

9 A. I can.

10 Q. So I'd like you to take a look at
11 paragraphs 39 through 45 with the heading Factual
12 Allegations Relative to Equifax.

13 A. Okay.

14 Q. Can you confirm that these factual
15 allegations, as listed in the complaint, form the
16 basis of your claims against Equifax?

17 MS. BOLOS: Objection, form.

18 A. I would say yes.

19 Q. Are there any other facts not listed in
20 paragraphs 39 through 45 of the complaint that
21 support your allegations against Equifax?

22 MS. BOLOS: Objection, form.

23 A. Outside of what I just read or anything
24 else on the document that states otherwise, I
25 would say this is accurate.

1 Tinny Suri

2 Q. If you look at paragraph 41 -- I'm
3 sorry -- if you look at paragraph 40, the
4 complaint says:

5 "That disclosure of
6 Mr. Suri's file contained
7 inaccurate credit
8 information relating to
9 the WFB account."

10 Can you confirm what the inaccurate
11 credit information the complaint refers to is?

12 A. Yes. The charge-off for the Wells
13 Fargo account.

14 Q. I believe you testified earlier with
15 Mr. Gettings that you agree that the account was
16 charged off by Wells Fargo; is that correct?

17 MS. BOLOS: Objection, form.

18 A. Yes, by disagreement. But that's what
19 it was, charged off.

20 MS. LYONS: I'd like to mark
21 Exhibit 36.

22 (EXHIBIT 36, DISPUTE TO EQUIFAX,
23 EIS-SURI-0001-45, WAS IDENTIFIED.)

24 Q. This is what will be marked as
25 Exhibit Number 36. It's a document Bates stamped

1 Tinny Suri

2 EIS-Suri-0001 through 45, I believe.

3 Do you recognize this document?

4 MS. BOLOS: Objection, form.

5 A. Sure.

6 Q. Did you prepare this document?

7 A. No. My attorneys did.

8 Q. If I represented that this was a
9 dispute submitted on your behalf and received by
10 Equifax, would you agree with that?

11 A. Yes.

12 Q. So what account were you disputing with
13 this written dispute?

14 A. The Wells Fargo account listed here
15 with the last four numbers [REDACTED].

16 Q. What was the basis of your dispute?

17 A. Inaccurate reporting on the charge-off.

18 Q. How did you believe that it should have
19 been reported?

20 A. Paid in full.

21 Q. Did you receive a response to this
22 dispute?

23 A. I'm sorry?

24 Q. Did you receive a response to this
25 dispute?

1 Tinny Suri

2 A. I may have. I don't recollect. I
3 can't remember.

4 Q. I'm going to mark Exhibit Number 37.
5 (EXHIBIT 37, EQUIFAX RESULTS,
6 EIS-Suri-000059-0064, WAS IDENTIFIED.)

7 Q. Do you recognize this document, what's
8 been marked as Exhibit 37?

9 A. I may have. I don't recollect, but I
10 may have received it.

11 Q. Do you have any reason to doubt that
12 you received it?

13 A. No. I think I may have.

14 Q. So what I believe you see on the screen
15 is the results of Equifax's re-investigation into
16 the Wells Fargo account; is that correct?

17 MS. BOLOS: Objection, form.

18 A. Yes.

19 Q. And you believe the charge-off status
20 is inaccurate?

21 A. Yes.

22 Q. What about paid charge-off?

23 A. It's still a charge-off.

24 Q. Did you ever dispute -- strike that.

25 Did you ever submit any other disputes

1 Tinny Suri

2 to Equifax regarding the Wells Fargo tradeline?

3 A. I don't recall. I don't know. I don't
4 think so.

5 Q. So you never disputed before February
6 of 2021?

7 A. I don't remember. I don't recall if I
8 did submit some documents online. You may want
9 to bring that up so I can at least review it and
10 decide if that was accurate or not. But I don't
11 remember.

12 Q. I'm going to mark as Exhibit 38 -- do
13 you recognize this document? I'm sorry. I'm
14 going to mark as Exhibit 38 a document entitled
15 Tinny Suri's Responses to Equifax Information
16 Services, LLC's Interrogatories.

17 A. Yes. I know this.

18 Q. Did you assist in preparation of
19 responses to this document?

20 A. Yes.

21 (EXHIBIT 38, TINNY SURI'S RESPONSES TO
22 EQUIFAX'S INTERROGATORIES, WAS
23 IDENTIFIED.)

24 Q. I'm going to turn your attention to
25 interrogatory response number 3.

1 Tinny Suri

2 A. Uh-huh (positive response).

3 Q. Do you believe, sitting here today,
4 that this is a true and correct -- true and
5 complete representation of your communications
6 with Equifax?

7 MS. BOLOS: Objection, form. Can we
8 actually read the question?

9 MS. LYONS: Sorry.

10 MS. BOLOS: Thank you.

11 A. (Document review.) Okay. You can
12 scroll down, please.

13 Q. (Scrolling.)

14 A. (Document review.) Okay. That's
15 pretty accurate.

16 Q. What do you mean by "pretty accurate"?

17 A. I mean it's accurate as far as the
18 things that occurred numerically listed on here.

19 Q. Is there anything that was left out?

20 A. I don't remember. I mean I think this
21 is pretty accurate. So anything else that I may
22 have missed I don't recall.

23 Q. Have you received any settlement offers
24 from Equifax in this case?

25 A. I don't remember. I believe I may

1 Tinny Suri

2 have. I'm not sure.

3 Q. Are you aware that Equifax sent an
4 offer of judgment to you on October 7th, 2021?

5 A. Okay. Yeah, I do believe that. I do
6 remember.

7 Q. Without telling me what was said, did
8 you discuss this offer of judgment with your
9 attorney?

10 A. I did.

11 Q. Are you aware of the legal implications
12 of an offer of judgment pursuant to Rule 68 of
13 the Federal Rules of Civil Procedure?

14 MS. BOLOS: Objection, form.

15 A. I do not know. I'm not an attorney, so
16 I do not know that.

17 Q. Did you accept the offer?

18 A. I did not.

19 Q. Did you respond to the offer within 14
20 days of service of the offer?

21 MS. BOLOS: Objection, form.

22 And Sarah, as his counsel, Mr. Suri
23 couldn't directly respond to you. Are you asking
24 if his attorneys responded to the offer of
25 judgment or are you asking about his

1 Tinny Suri

2 communications with his attorneys?

3 Q. Did your attorneys respond to the offer
4 of judgment on your behalf within 14 days?

5 MS. BOLOS: Sarah, I'm going to put
6 another objection on the record here. I'm not
7 even sure that would be within Mr. Suri's
8 knowledge. And as his attorney, I can tell you
9 that I'm pretty sure his attorneys did not
10 respond to Equifax's offer of judgment. I don't
11 think we're required to.

12 Q. Are you aware that by rejecting the
13 offer of judgment, you, the plaintiff, must pay
14 the costs incurred by Equifax after the offer was
15 made if the case proceeds to a final judgment
16 that is less favorable than the unaccepted offer?

17 MS. BOLOS: Objection, form.

18 A. No.

19 Q. You're not aware of that?

20 A. No.

21 Q. What are you looking for to resolve
22 this case?

23 MS. BOLOS: Objection, form.

24 A. As I mentioned before, I don't know
25 what the terms or the legal ramifications of what

1 Tinny Suri

2 the judgments may be according to this type of
3 case. So I'm not really -- I mean outside of
4 clearing my credit, all the other things outside
5 of that, I'm not able to intelligently respond to
6 that without knowing the law and what the
7 judgments may be.

8 Q. What amount of money do you believe
9 will make you whole?

10 MS. BOLOS: Objection, form.

11 A. Again, that I would have to leave to
12 the court system and the legal system to decide
13 there. So I can't answer that as well.

14 Q. So sitting here today, you have no
15 amount of money in your head that you would
16 accept to resolve this case?

17 MS. BOLOS: Objection, form.

18 A. No, I don't.

19 Q. Let me just ask it a different way.

20 How much would it take for you to
21 settle this case right now if I said I had a
22 blank check from Equifax?

23 MS. BOLOS: Objection, form. And I
24 think you've already covered this ground, Sarah.

25 Q. You can answer.

1 Tinny Suri

2 A. Without confirming -- speaking to my
3 attorneys and the group and all that, I can't
4 answer that question. I don't know.

5 Q. How have the actions that you've
6 alleged against Equifax -- again referring back
7 to, I believe, paragraphs 39 through 45 in the
8 complaint -- affected you monetarily?

9 MS. BOLOS: Objection, form.

10 A. I believe I addressed that earlier with
11 all the other -- with the other two or three. It
12 affected favorable rates, I would say personal
13 feelings of pride and hard work I put into this.
14 But mostly financially, the opportunity to obtain
15 a credit, even a credit card being denied.
16 That's pretty embarrassing. And it affects me
17 emotionally as well.

18 But yeah, I think I covered that
19 earlier. But the same context applies here.

20 Q. So you're not able to specifically
21 proportion any of your damages to Equifax's
22 conduct?

23 MS. BOLOS: Objection, form.

24 A. Again, I can't answer that because I
25 don't know what agencies use what outside of

1 Tinny Suri

2 what's already been shown. I can't answer that.

3 Q. You testified that the credit card
4 denial was embarrassing to you?

5 MS. BOLOS: Objection, form.

6 A. Sure, yes, it was.

7 Q. Did you tell anyone about the credit
8 card denial?

9 A. Sure.

10 Q. Who did you tell?

11 A. Just friends, people I know, family.

12 Q. In connection with the Wyndham
13 refinance, you testified that you believe you
14 would have had a more favorable rate but for the
15 reporting on Equifax's credit report; is that
16 accurate?

17 MS. BOLOS: Objection, form.

18 A. I didn't say anything about Equifax's
19 credit and Wyndham. But Wyndham was an example
20 that the lower credit score affected a possible
21 better rate.

22 Q. Do you know what the possible better
23 rate would have been?

24 MS. BOLOS: Objection, form.

25 A. I think that's in the letter that

1 Tinny Suri

2 Wyndham wrote, that I could have actually put the
3 percentage of points that I could have achieved
4 and the rate.

5 Q. Have you done anything to mitigate your
6 damages in this case?

7 MS. BOLOS: Objection, form.

8 A. When you say "mitigate," in which way?

9 Q. To make your damages less.

10 A. I still don't understand what you're
11 asking me to say. Have I done anything to lessen
12 the burden of my damages --

13 Q. Yes.

14 A. -- based on my credit reports? I don't
15 know what else I can do besides try to resolve it
16 with everyone and my attorneys to help resolve
17 this. But there's nothing else really I can do.

18 And by the way, I've paid down my
19 credit cards and some I've closed them. So I've
20 tried to lower my liability. But that's about
21 it.

22 Q. What do you claim is the amount of your
23 statutory damages in this case?

24 MS. BOLOS: Objection, form.

25 A. Again, I don't know. I can't answer

1 Tinny Suri

2 anything -- come to dollar amounts without
3 consulting my attorney and understanding what the
4 law provides in these types of cases.

5 Q. Have you suffered any other economic
6 losses caused specifically by Equifax's reporting
7 of the Wells Fargo account?

8 A. I can't recall. I don't know what the
9 effect is as a whole. But no, I don't know.

10 Q. So your damages in this case are
11 related to the Wyndham refinance rate and
12 embarrassment; is that correct?

13 MS. BOLOS: Objection, form.

14 A. That's correct. But also it stopped me
15 from going after any additional credit because of
16 the liabilities placed by what's already existing
17 on a negative. So why would I go apply for more
18 credit? So yes, it also precluded me from
19 getting additional credit, personal.

20 Q. What additional credit were you going
21 to seek?

22 A. Property, additional property, other
23 things that I've done personally. So I mean
24 outside of selling my home, I'm looking at other
25 opportunities financially and not asking for

1 Tinny Suri

2 loans because it could affect the negative impact
3 based upon what my credit rating is today amongst
4 all the bureaus.

5 Q. Any other form of damages?

6 MS. BOLOS: Objection, form.

7 A. I think everything is pretty much
8 listed.

9 Q. Have you been treated by a doctor for
10 any of your emotional damages?

11 A. No.

12 Q. And I believe you testified earlier
13 that you haven't seen a mental health counselor
14 in connection with your emotional distress; is
15 that fair?

16 A. I have not.

17 Q. If this case were to proceed to trial,
18 what would you ask the judge or jury to give to
19 you?

20 MS. BOLOS: Objection, form.

21 A. Again, that's something I don't know.
22 I don't know what I'm allowed, what the law
23 allows. And I would consult with my attorney.
24 So I can't answer that.

25 Q. So you filed this lawsuit and you don't

1 Tinny Suri

2 have an idea of what you want to get out of it?

3 MS. BOLOS: Objection, form.

4 A. Resolution, whatever that is. It's up
5 to this point where I can't answer the question.

6 Q. Can you think of anything we haven't
7 discussed relating to your claims against
8 Equifax?

9 MS. BOLOS: Objection, form.

10 A. No. I think everything is in whatever
11 has been submitted in writing. I think
12 everything it covers, we've covered it all.

13 Q. So it's fair to say you've told me
14 everything that you believe supports your claims
15 against Equifax?

16 MS. BOLOS: Objection, form.

17 A. I believe so, yes.

18 MS. LYONS: That's all I have for now.

19 MS. BOLOS: So you're done unless
20 there's time left and you want to do cross, you
21 mean; right?

22 MS. LYONS: Yes.

23 MS. BOLOS: Okay.

24 Mr. Suri, do you want to take a
25 five-minute break, come back at 4:30? And then I

1 Tinny Suri

2 think I only have about 30 minutes or so. And
3 then we'll hopefully be done.

4 Does that sound good?

5 THE WITNESS: Yeah. I'm good. We can
6 continue or we can come back in five minutes.

7 MS. BOLOS: I need about five minutes.
8 So 4:30 for everybody? I assume that's good. I
9 don't know where the rest of them are. All
10 right. Thanks.

11 (A RECESS WAS TAKEN FROM 4:25 P.M.
12 TO 4:33 P.M.)

13 EXAMINATION

14 BY MS. BOLOS:

15 Q. Mr. Suri, I hope I won't keep us all
16 very long here. I just have a few questions for
17 you. Same rules apply, verbal responses.

18 Okay. So we've heard a fair amount of
19 questions about damages here. Did you rely on
20 your attorneys to determine your damages here?

21 A. Yes.

22 Q. And do you believe that your attorneys
23 did in fact assert damages on your behalf here?

24 A. I'm sorry. Can you rephrase that?

25 Q. Yes. Is it your understanding that

1 Tinny Suri

2 your attorneys did assert damages on your behalf
3 here?

4 MR. GETTINGS: Object to the form.
5 Leading.

6 You may answer.

7 A. Yes.

8 Q. Okay. And in this context in this case
9 and just going off of everything that's been
10 discussed today, do you know what the word
11 "damages" means?

12 A. From a legal standpoint, it could be
13 pretty broad or specific. I don't know because
14 I'm not an attorney.

15 But from a layman's standpoint, I
16 understand what damages mean. Something to harm.
17 It could be harm you or self-harm or harm by some
18 other thing or people.

19 But outside of the legality, that's all
20 I understand.

21 Q. Okay. So to be clear, you don't
22 necessarily know what the statute at issue here
23 means by damages?

24 A. That is correct.

25 Q. Okay. When you were denied the Menards

1 Tinny Suri

2 card, how did -- strike that. Let me rephrase
3 it.

4 How did the Menards credit card denial
5 make you feel?

6 A. When I first read the letter, I thought
7 it was a mistake. I thought it was a mistake.
8 So in reading the rest of the letter, I was
9 pretty -- I mean I was angry. I said: How can I
10 be denied? I have a great credit score and a
11 great credit. And I was initially angry.

12 And then after the next step of finding
13 things out, I became more upset when I realized
14 what was going on with my credit and what has
15 happened, the black mark I had on my credit
16 report from Wells Fargo.

17 Q. Okay. And so when you received that
18 Menards credit denial, did you pull your credit
19 reports in relation to that denial?

20 A. Yes, I did.

21 Q. Okay. And with respect to the
22 reporting at issue here, do you believe that
23 Wells Fargo reported the Wells Fargo account with
24 a charge-off status?

25 A. Do I believe that Wells Fargo reported

1 Tinny Suri

2 the status the way it is as a charge-off?

3 Q. Uh-huh.

4 A. Yes.

5 Q. Okay. And did you also -- or is it
6 your understanding that the Wells Fargo reporting
7 did not actually report your payment history for
8 a portion of time there was no monthly payment
9 history reported?

10 MR. GETTINGS: Object to the form.

11 Leading. Asked and answered.

12 You may answer.

13 A. Yes.

14 Q. And do you believe that it was accurate
15 for Wells Fargo to report the account with a
16 charge-off status?

17 A. I do not believe it was accurate.

18 Q. Did you miss a payment on the Wells
19 Fargo account?

20 A. Never.

21 Q. Do you believe that the charge-off
22 status is a negative notation on your credit
23 file?

24 A. Yes.

25 Q. Okay. Did you at least once dispute

1 Tinny Suri

2 with Wells Fargo the reporting as a charge-off
3 status?

4 A. I did dispute that, yes.

5 Q. Did you dispute at least once with
6 Equifax the reporting of the Wells Fargo account
7 with a charge-off status?

8 A. Yes.

9 Q. Did you dispute at least once the
10 reporting to TransUnion of the Wells Fargo
11 account with a charge-off status?

12 A. Yes.

13 Q. And did you dispute at least once to
14 Experian regarding the Wells Fargo account with a
15 charge-off status?

16 A. Yes.

17 Q. Did you expect with your disputes to
18 Wells Fargo that the charge-off status would have
19 been removed?

20 A. Yes. For my dispute, yes, I thought it
21 would be removed.

22 Q. When you disputed the Wells Fargo all
23 of the times, is that what you wanted? Did you
24 want Wells Fargo to remove the charge-off status?

25 MR. GETTINGS: Object to the form.

1 Tinny Suri

2 Leading.

3 You may answer.

4 A. Yes.

5 Q. Do you think you were clear in your
6 disputes to Wells Fargo that you wanted the
7 charge-off status removed?

8 A. Very much so.

9 Q. Do you think you supported your
10 disputes to Wells Fargo with documents to have
11 the charge-off status removed?

12 A. Yes, yes.

13 Q. In your disputes, whether one or more,
14 with Equifax, did you seek to have Equifax remove
15 the charge-off status related to the Wells Fargo
16 account?

17 A. Yes.

18 Q. Do you think your disputes to Equifax
19 clearly indicated you wanted the charge-off
20 status removed from the Wells Fargo account?

21 A. Yes.

22 Q. In your disputes to Experian, did you
23 ask them to remove the charge-off status from the
24 Wells Fargo account?

25 A. Yes.

1 Tinny Suri

2 Q. And do you think that your disputes to
3 Experian in requesting that they remove the
4 charge-off status were clear?

5 A. Yes.

6 Q. And in your disputes to TransUnion, did
7 you ask them to remove the charge-off status
8 related to the Wells Fargo account?

9 A. Yes.

10 Q. And do you believe that your disputes
11 to Experian -- excuse me. Strike that.

12 Do you believe that your disputes to
13 TransUnion clearly indicated that you wanted the
14 charge-off status on the Wells Fargo account
15 removed?

16 A. Yes.

17 Q. If Wells Fargo had removed the
18 charge-off status immediately following your
19 dispute, would you have been pleased with that
20 result?

21 A. Yes.

22 Q. And if Equifax had immediately removed
23 the charge-off status from the Wells Fargo
24 account, would you have been pleased with that
25 result?

1 Tinny Suri

2 A. Yes.

3 Q. And if Experian had immediately removed
4 the charge-off status from the Wells Fargo
5 account, would you have been pleased with that
6 result?

7 A. Yes.

8 Q. And if TransUnion had immediately
9 removed the charge-off status from the Wells
10 Fargo account, would you have been pleased with
11 that result?

12 A. Yes.

13 Q. To your knowledge, is Equifax still
14 reporting the Wells Fargo account with a
15 charge-off status?

16 A. Yes.

17 Q. To your knowledge, is Experian still
18 reporting the Wells Fargo account with a
19 charge-off status?

20 A. Yes.

21 Q. And to your knowledge, is TransUnion
22 still reporting the Wells Fargo account with a
23 charge-off status?

24 A. Yes.

25 Q. Do you think it's reasonable that

1 Tinny Suri

2 Experian continues to report the Wells Fargo
3 account with a charge-off status?

4 A. No.

5 Q. Do you think it's reasonable that
6 Equifax continues to report the account, the
7 Wells Fargo account, with a charge-off status?

8 A. No.

9 Q. Do you think it's reasonable that
10 TransUnion continues to report the account, the
11 Wells Fargo account, with a charge-off status?

12 A. No.

13 Q. And sitting here today, do you believe
14 that Wells Fargo is still reporting the account
15 to Equifax, Experian, and TransUnion with a
16 charge-off status?

17 A. Yes.

18 Q. Do you think it's reasonable that Wells
19 Fargo continues to report the account with a
20 charge-off status?

21 A. Reasonable? No.

22 Q. Let me just scroll down here one
23 second.

24 In your disputes to Wells Fargo about
25 the payment history, did you also dispute the

1 Tinny Suri

2 payment history reporting and that it wasn't
3 reporting your payments after a certain period to
4 Wells Fargo?

5 A. Yes.

6 Q. Do you recall if you also disputed the
7 payment history to Equifax?

8 A. Yes.

9 Q. Do you recall if you also disputed the
10 payment history to Experian?

11 A. Yes.

12 Q. And do you recall if you also disputed
13 the payment history to TransUnion?

14 A. Yes.

15 Q. And assuming that Wells Fargo updated
16 the credit reporting to Equifax, Experian, and
17 TransUnion and inserted your payment history,
18 meaning they made the payment history accurate,
19 as you understand it, do you think that's enough
20 or that they should have also still removed the
21 charge-off status?

22 MR. GETTINGS: Object to the form. You
23 may answer.

24 A. They should have removed the charge-off
25 status.

1 Tinny Suri

2 Q. And do you think that even if --
3 assuming Experian's credit file about you now
4 reflects accurate payment history, is that enough
5 or should they have also removed the charge-off
6 status?

7 A. Removed the charge-off status.

8 Q. And assuming that Equifax is now --
9 that your Equifax credit file now accurately
10 reflects your payment history, is that enough or
11 should Equifax have removed the charge-off
12 status?

13 MS. LYONS: Object to form.

14 A. Removed the charge-off status.

15 Q. And assuming that TransUnion has
16 updated its credit file about you and is
17 accurately reflecting the payment history as you
18 understand it, is that enough or should
19 TransUnion have removed the charge-off status?

20 MR. HUSE: Object to form.

21 A. They should remove the charge-off
22 status.

23 Q. So when you were disputing with Wells
24 Fargo -- whether it was in the phone calls or
25 written communications, letters or emails or

1 Tinny Suri

2 faxes or chats, the whole gamut, the entirety of
3 your dispute record with Wells Fargo -- when
4 Wells Fargo would respond to you and tell you
5 that the charge-off status was going to remain,
6 how did that make you feel?

7 MR. GETTINGS: Object to the form. You
8 may answer.

9 A. I was very upset, very disappointed in
10 lieu of all the evidence I provided, including
11 the affirmation agreement. Yes, upset.

12 Q. Do you feel like you spent time
13 disputing to Wells Fargo material time?

14 A. I spent a lot of time for that small
15 amount. But yes.

16 Q. Did the time you spent disputing to
17 Wells Fargo, was that otherwise time you would
18 have maybe spent with family or resting or some
19 other activity?

20 MR. GETTINGS: Object to the form.
21 Leading.

22 You may answer.

23 A. Yes. And my job.

24 Q. How many disputes do you think you
25 should have sent Wells Fargo to trigger them to

1 Tinny Suri

2 correct the credit reporting?

3 MR. GETTINGS: Object to the form.

4 Leading.

5 You may answer.

6 A. Once but twice at a maximum. But it

7 didn't happen.

8 Q. Okay. And how did it make you feel

9 when you -- covering all of your disputes with

10 Equifax, whatever number they were, one or more,

11 when they would respond or when you pulled your

12 credit file afterwards and saw that the credit

13 reporting wasn't corrected?

14 A. How did I feel?

15 Q. Uh-huh.

16 A. I was very upset looking at that credit

17 score.

18 Q. Right. And for Experian -- with whom

19 you also disputed and, again, just assuming the

20 entire dispute record that you have with Experian

21 and assuming it was your understanding that

22 Experian received the dispute letter -- when you

23 reviewed your Experian credit file after the

24 dispute and saw that the credit reporting was not

25 corrected, how did that make you feel?

1 Tinny Suri

2 A. Same. Upset.

3 Q. And then for TransUnion and your entire
4 dispute record as to TransUnion, when you pulled
5 your credit file and saw that TransUnion still
6 hadn't corrected the credit reporting, how did
7 that make you feel?

8 A. Same thing. Upset, disappointed.

9 Q. Okay. I just have a few more questions
10 actually. One second. Oh, okay.

11 I think any number of the attorneys on
12 this deposition today have shown you copies of
13 your dispute letters. But let's start with
14 Experian. They showed you the dispute letter
15 that had your name and your address in the
16 center. And if you'll forgive me, I don't
17 remember what exhibit that is. And it had an
18 address for Experian, I think it was Parkway,
19 Allen, Texas.

20 Do you recall the letter I'm
21 describing?

22 A. I understand. I remember.

23 Q. Okay. And then Experian also showed
24 you a certified mail receipt, and it was also for
25 that 701 Parkway address.

1 Tinny Suri

2 Do you recall seeing that today?

3 A. Yes.

4 Q. Okay. And then Experian also showed
5 you -- I think it was a January 2021 disclosure
6 of your credit file. When you pulled your credit
7 file from Experian, Experian showed you a copy of
8 it. And they scrolled to the bottom and they
9 pointed to a PO box address.

10 Do you recall that?

11 A. I do.

12 Q. Okay. Going back to the letter that I
13 initially described, did you provide that mailing
14 address for Experian to your attorneys?

15 A. I don't recall. I don't know.

16 Q. Do you remember at any point having --
17 you know, looking up Experian's mailing address
18 in 2021 in preparation for that dispute letter
19 yourself?

20 A. I could have. I may have.

21 Q. And if I were to represent to you that
22 I put that address on that letter, do you think
23 that's an accurate statement?

24 MR. GETTINGS: Object to the form.

25 Leading.

1 Tinny Suri

2 A. Yes.

3 Q. Okay. And if I were to represent to
4 you that after you signed that dispute letter, I
5 had it mailed by a third party, would you agree
6 that that's an accurate statement?

7 A. Yes.

8 Q. And then I think it may have been
9 TransUnion that also pointed to a dispute letter
10 from around the same time, February of 2021. And
11 there was also an address for TransUnion at the
12 top left. And if I were to represent to you that
13 I, as your attorney, put that address on that
14 letter to TransUnion, would you agree that that's
15 accurate?

16 A. Yes.

17 Q. And if I were to represent to you that
18 after you signed the letter, I had the letter
19 mailed on your behalf, would you agree that
20 that's correct?

21 A. Yes.

22 Q. At some point -- well, let me ask the
23 question. Strike that.

24 Do you recall earlier this year at
25 some point going to a website

1 Tinny Suri

2 www.annualcreditreport.com and trying to download
3 your TransUnion credit file?

4 Do you recall that?

5 A. I do.

6 Q. Do you recall that TransUnion -- well,
7 strike that.

8 Do you recall whether you were able to
9 access your TransUnion credit file that day from
10 that website?

11 A. I don't remember. I believe I wasn't
12 able to download it. But I don't remember. It's
13 been a while.

14 Q. If I were to represent to you that on
15 June 29th, 2021, you tried to download your
16 TransUnion credit file from
17 annualcreditreport.com and you were denied
18 access, would you believe that that was an
19 accurate statement?

20 A. Sure.

21 MR. HUSE: Objection. Hey, that's
22 ridiculous. You're saying: If I were to
23 represent to you that someone may have violated
24 something and you did something you have no
25 recollection of, would you agree that happened?

1 Tinny Suri

2 That's ridiculous. That's a wholly objectionable
3 question.

4 MS. BOLOS: We can give it to you if we
5 haven't already disclosed it. It's what
6 happened.

7 MR. HUSE: Well, I have documents I'll
8 be happy to discuss with him. But he already has
9 said that he doesn't recall that, and now you're
10 telling him: Isn't it true that's what happened?

11 MS. BOLOS: No. I asked him if I
12 represented to him that that's what happened,
13 would he agree, and he said yes.

14 MR. HUSE: Right. But he already said
15 he has idea. He's just agreeing with you, his
16 attorney. It's a wholly objectionable question.

17 MS. BOLOS: Okay. That's fine. It's
18 not really a hill to die on, Will. And if we
19 haven't given it to you, we will. But I think at
20 some point you may have said "yea" when you
21 thought that you got him to tell you that he's
22 never been denied a copy of his TransUnion
23 report.

24 MR. HUSE: Maybe so. So what?

25 MS. BOLOS: So I just want to make sure

1 Tinny Suri

2 we're building an accurate record.

3 MR. HUSE: Right. He said he didn't
4 recall -- and what did he --

5 MS. BOLOS: I'm going to continue. I'm
6 not going to have you take up any more of my
7 time. I gave you your time, and I'm going to
8 continue.

9 MR. HUSE: You just talked about my
10 response to him. You're telling him now that:
11 Hey, even though you said you weren't asserting
12 this claim, aren't you really trying to assert
13 this?

14 MS. BOLOS: I'm not talking -- the
15 question is done. He answered it, and you
16 objected over it.

17 MR. HUSE: No. It's a wholly improper
18 question --

19 MS. BOLOS: And you brought it up.

20 MR. HUSE: -- and I'll be asking
21 questions. So that's fine.

22 MS. BOLOS: Well, as soon as you let me
23 finish, and hopefully there's time for redirect.

24 MR. HUSE: Well, I'll be moving -- if
25 you don't leave me time for redirect, I'll be

1 Tinny Suri

2 moving --

3 MS. BOLOS: Not that I didn't leave
4 you. We can look at how much time all of you
5 sucked up. And I'm pretty sure I've been on here
6 for 23 minutes. I'd love to see you move for
7 that.

8 MR. HUSE: And there's still plenty of
9 time.

10 MS. BOLOS: Okay. Are you done? Or we
11 can keep burning the time this way.

12 Are you done? I just want to make sure
13 you're done.

14 MR. HUSE: Go ahead and finish your
15 questioning.

16 MS. BOLOS: Thank you.

17 Q. Okay. Mr. Suri -- actually I might
18 even be done here. Let me just clarify.

19 Mr. Suri, I just want to make sure we
20 got this right. You applied for a refi in either
21 March or April of 2021; is that correct?

22 MR. GETTINGS: Object to the form.
23 Leading.

24 A. Correct.

25 Q. Okay. And then in around June of 2021

1 Tinny Suri

2 you separately applied for a new purchase
3 mortgage; is that correct?

4 A. Yes.

5 Q. Okay. And why did you apply for a new
6 purchase mortgage in June of 2021?

7 A. Well, number one, hot market. Number
8 two, downsizing for my house.

9 MS. BOLOS: Okay. I think that is
10 actually all I have now. So I at this point am
11 done. And I think we can go back to everybody
12 else if they have another round of questions
13 here.

14 EXAMINATION

15 BY MR. GETTINGS:

16 Q. I'll be brief. This is Dave for Wells
17 Fargo.

18 I've got on my list four questions,
19 although sometimes it gets expanded.

20 All right. So I just want to make it
21 clear what you testified to earlier today.

22 You jointly agreed to the terms of the
23 Wells Fargo credit card agreement; correct?

24 A. Correct.

25 Q. You jointly agreed that your wife

1 Tinny Suri

2 filing bankruptcy would be an event of default
3 under the credit card agreement; correct?

4 MS. BOLOS: Objection, form.

5 A. Based upon what was written -- what you
6 showed me subjective, yes.

7 Q. And you jointly agreed with your wife
8 that she would file bankruptcy; correct?

9 A. Yes.

10 Q. So at the time your wife filed
11 bankruptcy, you were aware that that was an event
12 of default under the credit card agreement;
13 correct?

14 MS. BOLOS: Objection, form.

15 A. No, I wasn't.

16 Q. At the time your wife filed bankruptcy,
17 you had everything in front of you to understand
18 that the filing of bankruptcy was an event of
19 default under the credit card agreement; correct?

20 MS. BOLOS: Objection, form.

21 A. I may have, yes.

22 Q. Okay. So based on what we just
23 discussed, what did Wells Fargo do wrong?

24 MS. BOLOS: Objection, form.

25 A. So going back, I think I answered this.

1 Tinny Suri

2 The bankruptcy wasn't even finalized by anybody
3 or by any judge or approved until months later.
4 And Wells Fargo prematurely on April 4th or 6th,
5 whatever it was, defaulted on the loan.

6 Q. So where in the Wells Fargo credit card
7 agreement does it say that the bankruptcy has to
8 be finalized and discharged before it's an event
9 of default?

10 MS. BOLOS: Objection, form.

11 A. I can't address that.

12 Q. Why not?

13 A. Because I don't know. I didn't read
14 the whole agreement. So I couldn't tell you the
15 answer to that. And my conversation with the
16 attorney, that's different -- the other attorney
17 -- was much different than --

18 Q. Well, you would agree that if the
19 contract says the filing of bankruptcy is an
20 event of default, your wife did that; correct?

21 MS. BOLOS: Objection, form.

22 A. Yeah. Under my wife, not under me.
23 But yes.

24 Q. And your wife is an account holder to
25 the credit card agreement; correct?

1 Tinny Suri

2 A. Understood.

3 Q. Correct?

4 A. Correct.

5 MR. GETTINGS: Okay. Well, it wasn't
6 four questions, but I'm officially done now.

7 MR. HUSE: Callie, just so we stay in
8 order, do you have any followup questions?

9 MS. BARR: Yeah, just a couple.

10 EXAMINATION

11 BY MS. BARR:

12 Q. Mr. Suri, did you have any other
13 disputes that you brought to Experian besides
14 that February letter that we went over together?

15 A. I don't believe so. I think that was
16 it.

17 Q. And did you read that dispute letter
18 before it was sent?

19 A. Yes.

20 Q. Did you sign it?

21 A. Yes, I believe so. Yes.

22 Q. How did you sign it?

23 A. With DocuSign.

24 Q. Does your attorney's name appear
25 anywhere on that dispute letter?

1 Tinny Suri

2 A. I believe so. I don't recall. I don't
3 remember without having it in front of me. But
4 it may.

5 Q. I can pull it up if we want to take a
6 look at it.

7 A. That's fine.

8 Q. As you see, your name and address is
9 right here; is that right? (Indicating.)

10 A. That's fine. Yes, I see it.

11 Q. Great. Thank you. And Experian's
12 address right here? (Indicating.)

13 A. Yes.

14 Q. We have the certification that it was
15 delivered on page 2. Are you with me?

16 A. Uh-huh (positive response).

17 Q. And then here on your letter it says
18 "To whom it may concern." We have your concerns.

19 Do you see your attorney's name on here
20 anywhere?

21 A. No. They did this on my behalf so --

22 Q. But it doesn't say anywhere on here
23 that they did this on your behalf; is that right?

24 A. It doesn't say it, but I know it.

25 Q. Right. Okay. But that's not the

1 Tinny Suri

2 question. The question is just: Their name is
3 not on here anywhere; is that right?

4 A. It doesn't seem like it. It's
5 something they did for me.

6 Q. Okay. But their name is not on here,
7 though; right?

8 A. Correct.

9 MS. BARR: That's it for Experian.
10 Thank you.

11 EXAMINATION

12 BY MR. HUSE:

13 Q. All right, Mr. Suri. I only have a
14 couple quick questions.

15 Earlier today you said you did not
16 recall ever requesting your consumer disclosure
17 from TransUnion and not receiving it. After --

18 MS. BOLOS: Objection to form.

19 Oh, I'm sorry. I thought you were
20 finished.

21 BY MR. HUSE:

22 Q. After the rest of your deposition
23 testimony today, do you have any recollection of
24 requesting your consumer disclosure from
25 TransUnion and not receiving it?

1 Tinny Suri

2 A. So yes, I remember going to
3 annualreport.com to pull it. But I forgot if I
4 did receive it or didn't receive it. But I do
5 remember pulling it. But after I got reminded, I
6 do believe that they denied it. And I take a
7 copy, a screenshot, of everything so I can send
8 it to my attorney. So she may have a record of
9 that. But that's the best answer I can give you
10 because many things have happened between now and
11 then.

12 Q. Okay. Do you remember when that
13 happened?

14 MS. BOLOS: Objection, form.

15 A. I'm guessing in June, July, June.

16 Q. Of which year?

17 A. Well, like it could be a little further
18 because it was after I retained their services.
19 So it could have been after -- it was last year.
20 It was 2020, I believe.

21 Well, you know what? I don't remember
22 which year. Because, like I said, many things
23 have happened. But I believe -- it could have
24 been this year. I can't remember unless I see
25 the document. There's so many things that

1 Tinny Suri

2 happened in this case that I just don't remember.

3 Q. Okay. One second. I'll put that
4 document up for you.

5 A. You have it?

6 Q. Can you see my screen now?

7 A. I can.

8 Q. Does this look like what you received
9 when you attempted to obtain your credit
10 report --

11 A. Sure.

12 Q. -- through annualcreditreport.com

13 A. Correct.

14 Q. Okay. And the date on the bottom of
15 the screenshot appears to be June 29th, 2021 of
16 this year.

17 A. I got June right. But yeah.

18 Q. Does that seem like the accurate date
19 for when this occurred?

20 A. Yes, it does.

21 Q. It says here that upon your request,
22 the system was not able to confirm your identity.

23 Does that seem like what you remember
24 happening?

25 A. Sure. If it's on here and that's my

1 Tinny Suri

2 screenshot and that's what it says, yes. And I
3 must have a copy, yes.

4 Q. It also says you can request your free
5 credit report by phone or by mail.

6 Did you do either of those?

7 A. I don't recall. I don't.

8 Q. Are you asserting a claim against
9 TransUnion for their failure to provide you with
10 a copy of your consumer disclosure in response to
11 this request?

12 MS. BOLOS: Objection, form.

13 A. I don't think not receiving a credit
14 report that I'm filing a claim against
15 TransUnion, no.

16 Q. Okay. During your testimony with
17 Ms. Bolos, she asked you a number of questions
18 of did you think some of the defendants'
19 responses were reasonable and whether or not they
20 updated their reporting based on your request, in
21 which you said it was not reasonable.

22 I do believe I asked a number of
23 questions about TransUnion's reporting and
24 whether or not it was reasonable and their
25 re-investigations, if they were reasonable. But

1 Tinny Suri

2 I don't believe you answered those.

3 What would you believe a reasonable
4 re-investigation by TransUnion into your disputes
5 would have included?

6 MS. BOLOS: Objection, form.

7 A. So two different people asked me two
8 different questions in the same context. But let
9 me explain.

10 Personally, I don't believe it was good
11 enough. The charge-off should have been removed.
12 That's number one.

13 Number two, you did ask me this prior,
14 and I'll give you the same answer. I do not know
15 what your investigation process entails, how deep
16 it goes, how much is involved. So I can't
17 address that. But the conclusion should have
18 been, in my view, the charge-off should have been
19 removed. That's the best answer I can provide.

20 Q. Okay. So in your opinion, because the
21 re-investigation did not result in the charge-off
22 being removed, do you believe that the
23 re-investigation by TransUnion was unreasonable?

24 A. If it wasn't removed, I would have to
25 assume yes.

1 Tinny Suri

2 Q. Okay. So do you know what the legal
3 standard for reasonability is?

4 MS. BOLOS: Objection, form.

5 A. I do not. Legal jargon I do not
6 understand.

7 MR. HUSE: Okay. No further questions
8 from TransUnion.

9 THE COURT REPORTER: Are we finished?

10 MS. LYONS: I have one or two.

11 EXAMINATION

12 BY MS. LYONS:

13 Q. Mr. Suri, earlier you testified that
14 you sent a dispute to Equifax; correct?

15 A. Correct.

16 Q. And it was just one dispute; correct?

17 A. I believe so, yes.

18 Q. Do you believe that Equifax's
19 re-investigation of your dispute was reasonable?

20 MS. BOLOS: Objection, form.

21 A. I think that's the same -- kind of the
22 same context I just answered that other question
23 with TransUnion. In my eyes, if it's still there
24 as a charge-off, for me it was not reasonable.

25 Q. What do you believe a reasonable

1 Tinny Suri

2 re-investigation by Equifax would have entailed?

3 MS. BOLOS: Objection, form.

4 A. Again, as my last comment and
5 statement, I don't know what Equifax's internal
6 processes are for investigating. And so in my
7 personal opinion, if that charge-off is still
8 remaining, I'm not satisfied with the outcome.

9 Q. So in your personal opinion, any
10 reinvestigation that resulted in the charge-off
11 designation remaining on your credit file would
12 have been unreasonable; correct?

13 MS. BOLOS: Objection, form.

14 A. Yes. Based on what was provided, yes.

15 MS. LYONS: Nothing further.

16 MS. BOLOS: I think that's it. We're
17 done.

18 MR. GETTINGS: Thank you, Mr. Suri. We
19 appreciate your time.

20 THE WITNESS: Thank you everyone.

21 MR. HUSE: I'm going to put on the chat
22 really quickly that last document?

23 THE COURT REPORTER: Do you want that
24 to be 39?

25 MR. HUSE: Yes, please.

1 Tinny Suri

2 (EXHIBIT 39, TRANSUNION UNABLE TO
3 COMPLETE REQUEST - SURI 004916,
4 WAS IDENTIFIED.)

5 THE COURT REPORTER: Ms. Bolos, do you
6 want a copy of the deposition?

7 MS. BOLOS: An eTrans copy, please,
8 yes.

9 THE COURT REPORTER: Sarah?

10 MS. LYONS: I think we have a standard
11 order with TSG.

12 THE COURT REPORTER: William?

13 MR. HUSE: eTran, please.

14 THE COURT REPORTER: Callie?

15 MS. BARR: I think we have a standard
16 order as well for Experian. Just go with that.
17 But yeah.

18 MR. GETTINGS: Just electronic PDF is
19 fine with us.

20 (A DISCUSSION WAS HELD OFF THE RECORD.)

21 (THE DEPOSITION OF TINNY SURI WAS
22 CONCLUDED AT 5:10 P.M.)

23

24

Tinny Suri

C E R T I F I C A T E

I do hereby certify that the foregoing proceedings were taken down by me and transcribed using computer-aided transcription and that the foregoing is a true and correct transcript of said proceedings.

I further certify that I am neither of counsel nor of kin to any of the parties, nor am I in anywise interested in the result of said cause.

I further certify that I have earned the certifications awarded by the National Court Reporters Association of RPR, RMR, RDR, CRR, CRC, RSA.

DATED: NOVEMBER 30, 2021



DEBRA AMOS ISBELL, CCR, RDR, CRR

NCRA (expires 12/31/2021)

Registered Professional Reporter

Registered Merit Reporter

Registered Diplomate Reporter

Certified Realtime Reporter

Certified Realtime Captioner

Realtime Systems Administrator

Tinny Suri

CERTIFICATE OF WITNESS

SURI v. EQUIFAX, et al. 2:21-CV-10866-LJM-CI

I, TINNY SURI, do hereby certify that on
this _____ day of _____ 2021 I have
read the foregoing transcript and to the best of
my knowledge it constitutes a true and accurate
transcript of my testimony taken on oral
examination on November 16, 2021.

TINNY SURI

DATE: _____

WITNESS TO SIGNATURE

1 Tinny Suri

2 CERTIFICATE OF CHANGE

3 SURI v. EQUIFAX, et al. 2:21-CV-10866-LJM-CI

4 Under penalty of perjury, I, TINNY SURI,
5 declare that I have read the foregoing transcript
6 and hereby swear that my testimony therein was
7 true at the time it was given and is now true and
8 correct, including any corrections and/or
9 amendments listed below:

10 Subscribed and sworn to before me this
11 _____ day of _____ 20____.

12 _____
13 TINNY SURI

14 _____
15 NOTARY PUBLIC

16 My Commission Expires:

17 PAGE LINE CHANGE TO

18 _____

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